

Notice Inviting e-Tender

for

Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24

(File No. : AIIMS/BBSR/Engg./ Hous./726 refers)



अखिल भारतीय आयुर्विज्ञान संस्थान,
All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar(Odisha)-751019
www.aiimsbhubaneswar.nic.in

NIT No. : **AIIMS/BBSR/Engg./ 006 /2023-24**

NIT Issue Date : 23/06/2023

Last Date of Submission : 13/07/2023 (By 1230 Hours)
(online)

Last date of submission : 14/07/2023 (By 1500 Hours)
(Hard copy)

“Certified that, this tender document contains **39 (Thirty Nine)** pages only”.

Executive Engineer(CIVIL)
AIIMS, Bhubaneswar

Government of India, Ministry of Health & Family Welfare, AIIMS, Bhubaneswar

Name of Work : ***Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.***

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ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR
NOTICE INVITING e-TENDER

(a)	Name of Work	<i>Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.</i>
(b)	Tender (NIT) No.	<u>AIIMS/BBSR/Engg./ 006 /2023-24</u>
(c)	Contract Period	01 (One) Year.
(d)	Estimated Cost	Rs 17,44,674.00/- (Rupees Seventeen Lakh Forty Four Thousand Six Hundred Seventy Four only)
(e)	Earnest Money Deposit (EMD)	2% of Estimated cost
(f)	Performance Security (Bank Guarantee)	5% of Tendered Cost.
(g)	Security Deposit	2.5% of the Billed amount.
(h)	Tender documents will be Issued From	Download from Institute Website. (i.e. www.aiimsbhubaneswar.nic.in, www.eprocure.gov.in).
(i)	Last Date and Time of Submission (online)	By 13/07/2023 at 1230 Hours.
(j)	Last Date and Time of Submission (Hard copy)	By 14/07/2023 at 1500 Hours.
(k)	Date, Time for opening of Technical Bid	On 14/07/2023 at 1600 Hours.

1. The indenting bidder must read the terms & conditions of AIIMS, Bhubaneswar carefully. He/They should only submit his/her/their bid if he/she/they consider himself/themselves eligible and he/she/they is/are in possession of all the documents required.

2. Information and Instructions for bidders posted on website shall form part of bid document.

3. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsbhubaneswar.nic.in Or <https://eprocure.gov.in/eprocure/app>.

Executive Engineer(CIVIL)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer, AIIMS, Bhubaneswar invites on behalf of Executive Director, AIIMS, Bhubaneswar, Percentage rate Tender from firms/contractor of repute in Two (02) Bid system (Technical & Financial respectively) from approved/registered and eligible contractors of CPWD, AIIMS, State PWD like and other eligible private firms having successfully completed works of similar nature as per eligibility condition and for the Work as per the details as follows :-

Ser. No.	Description	Details
(a)	NIT No.	<u>AIIMS/BBSR/Engg./ 006 /2023-24</u>
(b)	Name of Work	<i>Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.</i>
(c)	Estimated Cost	Rs 17,44,674.00/- (Rupees Seventeen Lakh Forty Four Thousand Six Hundred Seventy Four only)
(d)	Earnest Money	2% of Estimated cost
(e)	Period of Completion	01 (One) Year.
(f)	Last Date and Time of Submission (online)	By 13/07/2023 at 1230 Hours.
(g)	Last Date and Time of Submission (Hard copy)	By 14/07/2023 at 1500 Hours.
(h)	Date, Time for opening of Technical Bid	On 14/07/2023 at 1600 Hours.
(i)	Time and date of opening of Online Financial Bids	To be intimated later through website
(j)	Period during which hard copies of Tender document duly signed by the bidder in all pages, Registration Certificates, Undertaking and other Documents to be submitted to the Office of EE (Civ.)	All the Bidders shall have to submit hard copies of Tender document duly signed by the bidder in all the pages <i>and Self Certified copies of other Eligibility Documents in the Office of Executive Engineer (Civil) within Last date of calling of tender.</i>

1. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://eprocure.gov.in/eprocure/app> or www.aiimsbhubaneswar.nic.in free of cost.
4. **For e-Tendering of this Tender, kindly visit website <https://eprocure.gov.in/eprocure/app>.
E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>
For E-tendering Queries contact CPPP Help Desk.**
5. The intending bidders must have valid class-III digital signature to submit the bid.
6. The bid can be submitted through CPP portal and uploading the mandatory scanned documents as specified within the period of bid submission.
7. Copies of eligibility documents as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
8. Contractor must ensure to quote the percentage rate in Performa of quoting rates. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).
However, if a tenderer does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender or each item in Percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

9. GST on all materials as well as GST on Work Contract etc., or any other taxes applicable in respect of this contract shall be payable by the Contractor. Percentage rate quoted by him shall be inclusive of such taxes, levies etc and Government will not entertain any claim for reimbursement whatsoever in respect of the same. The percentage rates of the contract shall be inclusive of all taxes and levies and nothing extra shall be paid. Further the percentage rate quoted by the contractor shall be inclusive of labour welfare cess, water charges (if applicable), electricity charges (if applicable) and the same shall be recovered from the contractors' bills and will be remitted by the department.
10. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
11. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
12. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
13. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid and.
14. **FRAUD AND CORRUPTION:**
- 14.1 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.
- 14.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 14.3 The Contractor shall be debarred for any period of time as decided by the AIIMS, Bhubaneswar Authority for the following reason-
- (i) If the contractors submits false experience/completion certificates, **as mentioned in Ser. No. - 4(a), Page No. - 7 (refer under Eligibility Criteria)**. The department reserves the right to verify the particulars furnished by the applicant independently.
 - (ii) If the contractor fails to commence the work on or before the scheduled date stated in the work order.
 - (iii) Violates any important condition of contract.
15. **List of Eligibility Documents to be uploaded and Hard Copy to be submitted in the office of the Executive Engineer (Civil) within the period of bid submission:-**
- (a) Original Copy of EMD in the form Demand Draft (DD) in favour of **AIIMS Bhubaneswar** payable at **Bhubaneswar**.
 - (b) Certificates of Work Experience & Completion Certificate of Similar work from Client not below the Rank of Executive Engineer, as mentioned in Ser. No. - 4(a), Page No. - 7 (refer under Eligibility Criteria).
 - (c) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
 - (d) Copies of Contractor's License .
 - (e) Copies of ESI Registration.
 - (f) Copies of EPF Registration.
 - (g) Details of Work Completed during last **07 (Seven) Years** (Appendix 'A') in page -12 and Detailed Information of Bidder (Appendix 'B') in page-13 duly completed and signed by the Bidder.
 - (h) Declarations to be given by the Tenderers (as per Page 06).
 - (i) Percentage Rate Tender & Contract (Page-14) and Affidavit (Page-22) to be given by Tenderers.
 - (j) Hard Copies of all tender documents under signature along with stamps of proprietor of agency/contractor should reach our office before last date of online submission.
16. The Technical Bid(s) shall be opened first by the Committee **on 14/07/2023 at 1600 Hours. The Financial Bid(s), whose Technical Bid(s) is found to be eligible, will be opened later for which intimation will be given through Website. After the evaluation of the Bid(s) AIIMS, Bhubaneswar will award the contract to the Lowest Evaluated Responsive Tenderer. Conditional Bid(s) will be treated as unresponsive and will be rejected.**
17. Information & Instruction for Contractor will form Part of NIT.

Executive Engineer(CIVIL)
AIIMS, Bhubaneswar

DECLARATIONS
(TO BE GIVEN BY THE TENDERERS)

It is to certify that :-

(a) I /We have gone through GCC of CPWD up to latest correction as available on website of CPWD/ <https://eprocure.gov.in/eprocure/app> / www.aiimsbhubaneswar.nic.in or in the office of Executive Engineer (Civil) and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date : _____

Signature of the Tenderer

(b) “I,S/o Shri resident of..... hereby certify that none of my Relative(s) is/are employed in AIIMS Civil Zone, Odisha. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me”.

Date : _____

Signature of the Tenderer

NOTE : - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

(c) “I/We undertake and confirm that eligible similar Work(s) has/have not been got executed through another contractor on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, than I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Executive Engineer shall be free to forfeit the entire amount of Performance Guarantee”.

Date : _____

Signature of the Tenderer

GENERAL RULES & DIRECTIONS

Executive Engineer(civil), AIIMS, Bhubaneswar invites on behalf of Executive Director, AIIMS, Bhubaneswar invites Percentage rate Tender from Firms/Contractor of reputed/experienced Registered Contractors/Firms and other eligible firms having successfully completed works of similar nature as per eligibility conditions.

1. **Name of Work: Annual Maintenance and Operation Service of 500 KLD STP Plant and 100 KLD ETP plant at Hospital Complex, AIIMS, Bhubaneswar, for the year 2023-24**
2. The work is estimated to **Rs 17,44,674.00/- (Rupees Seventeen Lakh Forty Four Thousand Six Hundred Seventy Four only)**. The estimate, however, is given merely as a rough guide.
3. Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works.
4. **Eligibility Criteria.** Contractor who fulfill following requirement shall be eligible to apply :-

- (a) Three (03) similar works, each of value **not less than 40%** of estimated cost put to tender or Two (02) similar works each of value **not less than 60%** of estimated cost put to tender or one (01) similar **(Civil)** work of value **not less than 80%** of estimated cost put to tender in **last 07 (Seven) Years** ending **30th April, 2023**.

Similar work means” **ETP/STP Operation and Maintenance Work**”.

- (b) The Bidder should have registration with **Employee Provident Fund (EPF) Commissioner** and **Employee State Insurance (ESI) Corporation**.

- (c) The experience of similar work should be from Central Govt., State Govt., PSU and Autonomous Body.

- (d) Agreements shall be drawn with the successful bidders for item/items on prescribed format. Bidders shall quote their percentage rates as per various terms and conditions of the said form which will form part of the agreement.

- (e) The site for the work is available.

- (f) The bid document consisting of plans, specifications, the schedule of quantities of the various type of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents.

- (g) Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.

5. **Preparation & Submission of Tender through Online.** The Tender should be submitted in **02 (Two) parts i.e. Technical Bid and Financial Bid Respectively**. The Technical Bid should be uploaded by the Bidder through online as well as the hard copy is to be submit in the office of Executive Engineer (Civil) before the last of submission of the tender.

6. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **2%** of Estimated cost by way of Demand Draft/Bank Guarantee only in favour of **AIIMS Bhubaneswar** payable at **Bhubaneswar**. Original Copy of the Demand Draft/Bank Guarantee must be uploaded/attached with the technical Bid. The EMD of the Successful Bidder shall be returned after the successful submission of Performance Security and for unsuccessful bidder's it would be returned after award of the contract. Bid's received without Demand Draft of EMD will be rejected.

(i) As per SOP No.5/1 & Clause No.6 of CPWD Manual-2022 the MSME firms registered in NSIC under PP policy are exempted from payment of EMD for supply of Goods & **Services** only.

- (ii) Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting earnest money deposit (EMD).

(iii) Other Firms, registered with MSME/NSIC with valid certificate duly issued by GOI are also exempted for submitting EMD. No other type of certificate is acceptable.

(iv) The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender.

7. **Performance Guarantee.** The successful contractor will be required to furnish a **Performance guarantee of 05% (FIVE Percent) of Contract Value** after receiving notification of award ***in the form of Fixed Deposit Receipt or Demand Draft or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar"*** which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. In case the contractor fails to deposit the said Performance Guarantee within the period including the extension period if any, he/she will be debarred for a period as decided by the Engineer In charge and EMD will be forfeited.

8. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions.

9. The Tender paper/documents can be seen/ downloaded from Official website & submitted through Online or Site. For any query, Executive Engineer (Civil), AIIMS, Bhubaneswar, may be contacted.

10. The competent authority on behalf of the Executive Director, AIIMS, Bhubaneswar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

11. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

12. The Competent Authority, The Executive Director, AIIMS, Bhubaneswar reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted. Some of the items of the Schedule of Quantities may be executed partially or may not be executed at all depending upon the site requirement which will be decided by Engineer in charge.

13. The contractor shall not be permitted to bid for works in the AIIMS, Bhubaneswar responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Bhubaneswar. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

14. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

15. The bid for the works shall remain open for acceptance for a period of 75 days from the date of opening of bids.
16. **The Agency shall submit Post Card size Coloured Photographs showing different stages of construction activities at his own Cost.**
17. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
18. (a) **Security Deposit equal to 2.5% of the billed Value will be deducted from the Bills of the Contractor .**
(b) **The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.**
(c) **The quoted Rates shall be inclusive of GST.**
(d) **Labour CESS @ 01% will be deducted from the Bill.**
(e) **Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).**
(f) **Water Charges @ 1% of the Gross Bill Amount will be deducted, if water Supply is taken from, AIIMS, BBSR**
19. **All the work shall be completed within 01(ONE) Year from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the Rate of 01% per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of the contractor (as per GCC – 2020) shall be levied subject to maximum of 10% of the accepted tendered valued of the work.**
20. List of Documents to be submitted along with the Technical Bid and hard copy to be submitted in the office of EE(Civil).
(a) Demand Draft of any scheduled Bank against EMD in favour of **AIIMS Bhubaneswar** payable at **Bhubaneswar**.
(b) Page No-12 & 13 (Appendix A & B) duly filled in.
(c) Certificates of Work Experience & Completion Certificate of Similar Work from Owner.
(d) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
(e) All documents as per Ser. No. 15 (a) to (j) (Page - 05 refers).
21. The condition of the contract shall be governed by CPWD GCC-2020 and corrected upto latest correction slip.
22. **Goods & Service Tax (GST).**
(a) **General remarks on Taxes & Duties. In view of GST Implementation from 01st Jul 2017, all Taxes and Duties including Excise Duty, GST/VAT, Service Tax, Entry Tax and other indirect Taxes and Duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Entry or any other form of Indirect Tax except of GST mentioned in the Bidding Documents shall be ignored.**
(b) **Bidders are required to submit copies of the GST Registration Certificate while Submitting the Bids wherever GST (CGST & SGST/UGST or IGST) is applicable.**
(c) **Quoted Price/Rate(s) should be inclusive of All Taxes and GST (i.e. IGST or CGST and SGST/UTGST applicable in case of Inter-State supply or Intra State Supply Respectively and CESS on GST if applicable) on the Final Service. Please note that the Responsibility of Payment of GST (CGST, SGST, IGST or UTGST) lies with the supplier of Goods/Services (Service Provider) only. Supplier of Goods/Service (Service Provider) providing Taxable Service shall submit an Invoice/Bill, as the case may be as per Rules/Regulations of GST. Further, Returns and details required to be filled under GST Laws & Rules should be timely filled by Supplier of Goods/Service (Service Provider) with requisite details.**
(d) **The supplier/Contractor/Firm is advised to comply all the GST Norms as per Rules. Accordingly, Supplier/Contractor/Firm is to submit the Original Challan/Voucher justifying that it has been actually and genuinely paid to the Govt. at the time of submission of Bills to Finance Wing for release of Payments.**
23. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of

various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications: -

- (a) The Payment of Wages Act 1936.
- (b) The Employees Provident Fund & MP Act, 1952.
- (c) The Contract Labour (Regulation) Act, 1970.
- (d) The Payment of Bonus Act, 1965.
- (e) The Payment of Gratuity Act, 1972.
- (f) The Employees State Insurance Act, 1948.
- (g) The Employment of Children Act, 1938.
- (h) The Motor Vehicle Act, 1988.
- (j) Minimum Wages Act, 1948.

24. Termination of Contract.

AIIMS, Bhubaneswar would have the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Bhubaneswar rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated. The decision of AIIMS, Bhubaneswar's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Bhubaneswar shall have the right to engage any other tenderer to carry out the task.

25. Arbitration.

The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on the both parties.

26. Dispute Settlement.

It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Executive Director, AIIMS, BHUBANESWAR whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

27. The eligible bidders shall quote percentage rates after considering all the major as well as minor components. The Lowest Bidder will be decided as per the percentage quoted.

28. Payment:

(a) 100% payment will be released after due verification of final bill by Engineering-in-Charge or his representative after completion of work. The deduction of 2.5% towards security deposit and other deduction towards taxes as per Government of India/AIIMS rule will be made from the bill. RA bill will be released on request basis to the agency.

(b) It will be mandatory for the bidders to indicate their bank account number and other relevant epayment details so that payment could be made through RTGS/ Other mechanism.

29. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.

30. Defect Liability Period:

The DLP for this work is 1 year. During this period the agency is responsible for rectifying any defects or faults that may arise without any extra cost.

31. Vendor shall submit the following documents after execution of given work:

- (a). Work Completion Certificate (Final Bill)
- (b). Testing & Commissioning Certificate
- (c). Material Test Certificate
- (d). Warranty/Guarantee Certificate
- (e). Colour Photos for executed work on glossary paper
- (f). Non-Claim Certificate (NCC) regarding work
- (d). GST return up to date Voucher
- (e). Bank Account Details
- (f). 36(i) Certificate for engagement of Technical Staff

32. Deductions from Bill:

(a) Security Deposit 2.5% of the gross amount of the bill shall be deducted as per GCC-2020 from the bills of the contractor.

(b) The Income Tax as applicable shall be deducted from the bill unless exempted by the income tax

- (c) The quoted rates shall be inclusive of GST.
- (d) Labour CESS @01% will be deducted from the bill.
- (e) If the contractor fails to complete the work on or before the stipulated date, then a penalty at the rate of 1.00% per month as per GCC-2020 of delay to be computed on per day basis of the total order value shall be levied subject to maximum of 10% of the total order value.

33. Labour Wages:

- (i) The Agency has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner/ Chief Labour Commissioner (whichever is higher), from time to time.
- (ii) The payment to the workmen's engaged by the Agency is to be paid through NEFT/RTGS/Cheque on or before 7th of every month irrespective of Saturday, Sunday and bank holidays. If any violation with respect to payment of wages for any two months in a contract period necessary action for cancellation of contract, debarring of the agency for participating in future contracts in AIIMS, Bhubaneswar shall be initiated. The agency will not be allowed to participate in any of the tendering process in AIIMS, Bhubaneswar till finalization of the decision. (If non-payment of wages for two consecutive months is repeated two times in a tender period the tender will be terminated without further notice).
- (iii) The contractor has to pay the prevailing minimum wages issued by the office of chief labour commission, Govt. of India time to time.
 - a. Minimum Wages + VDA
 - b. ESI- Employer contribution @ 3.25% of above (subject to wages limit of Rs 21,000)
 - c. EPF- Employer contribution @ 12%+1% (12% subject to wage limit of 15,000)

34. **Running bill Payment:** The Running payments for the work shall be released Bimonthly by AIIMS, Bhubaneswar. The Security Deposit @ 2.5% of gross amount of the bill shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period i.e. six months from the date of completion of work, without any interest thereupon.

35. **Final bill Payment:** The agency shall submit final bill along with all the documents related with PF, ESIC to AIIMS, Bhubaneswar in addition to all maintenance schedule registers, documents etc. related to the work. The agency also formally handover the list of equipment's in good working condition, without any damage as handed over to them by AIIMS, Bhubaneswar.

36. Penalty Clause:

- (a) The contractor will maintain attendance records of the staff, which will be checked by the Junior Engineer/Assistant Engineer/Executive Engineer/Engineer-in-charge. In case of absence of any staff, recovery shall have made at the following rate.
 - a. Highly Skilled/skilled labour ₹1,000/- per day per person.
 - b. Semi Skilled/Unskilled labour ₹900/- per day per person.
- (b) The contractor will have to submit the Monthly Bank Transaction statement showing details of salary of staff working under STP O&M. The Contractor will have to pay the monthly salary to the employees of STP O&M in 1st week of Every Month irrespective of any other Situation. If the Contractor fails to do so a penalty of Rs 1000/- per day per Employee will be imposed till the drawl of the Salary.

Executive Engineer(Civil)
AIIMS Bhubaneswar

FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST 07 (SEVEN) YEAR

Ser. No.	Name of Work/ Project	Location	Owner or Sponsoring Organization	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ In progress with details	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)	(k)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

(Authorized Signature of the Bidder with Seal)

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	:
Complete Address and Telephone Number	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of service centre nearby Bhubaneswar	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number. (enclose the attested copy of PAN Card)	:
Service Tax Number. (enclose the attested copy of VAT Certificate)	:
GST Number (enclose the attested copy of VAT Certificate)	:
Whether the firm has Uploaded the Bank Draft/Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

Percentage Rate Tender & Contract for Works
(To be Submitted on Non Judicial Stamp Paper of Rs 10/- or above)

e-Tender for the Work of “Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.”

To be submitted online by :

- (a) Time and date of online Opening of Technical Bids. : **14/07/2023 at 1600 Hours.**
- (b) Time and date of opening of Online Financial Bids. : **To be intimated later through website.**

T E N D E R

I/We have read and examined the notice inviting tender, schedule along with Appendices 'A' to 'F' as per Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said Executive Director, AIIMS, Bhubaneswar or his successors, in office shall without prejudice to any other right or remedy, be at liberty to debar me for 01 (One) year. Further, if I/We fail to commence work as specified, I/We agree that Executive Director AIIMS, Bhubaneswar or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to suspend me for one year. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form. Further, I/We agree that in case of non-submission of Performance Guarantee as aforesaid, I /We shall be debarred for participation for one year in the tendering process of the work as decided by EIC and EMD will be forfeited.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of AIIMS, Bhubaneswar, then I/We shall be debarred for tendering in AIIMS, Bhubaneswar in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Administrative Officer shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated : * _____

Signature of Contractor
with full Postal Address

Witness : *

Address : *
(* To be filled in by the Contractor.)

Occupation : *

SPECIAL CONDITIONS OF CONTRACT

Name of Work : **Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.**

SCOPE OF WORK

Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.

1. Minimum Manpower required per shift of 8 hours:

- Operator / Technician (Semi-Skilled) – minimum one person in each shift of 8 hours with one reliever.
- Sewage Man/ Helper/ Sweeper (Un-Skilled) - One person in general.

Labour Wages:

The contractor has to pay the prevailing minimum wages issued by the office of Chief Labour Commissioner, Govt of India from time to time. Differential wages amount will be paid by AIIMS Bhubaneswar after approval of competent authority.

- 2. Sewage Treatment plant:** Collection of Treated Sewage from the point of discharge, conducting test to ascertain that these are within the standards fixed by OSPCB/BIS, informing AIIMS, BBSR of the results (every month) and initiating remedial action for every month.
- 3.** The treated wastewater should comply with the standards given in consent order by OSPCB/ BIS standards with (not limited to) following parameters:

STP & ETP plant data Parameters	Raw Sewage	Treated Water
PH	6.5-8.0	6.5-8.0
Flow	33.4Cum/hr.	33.4Cum/hr.
BOD	250-300 mg/ltr	< 5 mg/ltr
COD	400-450 mg/ltr	<100 mg/ltr
TSS	100-200 mg/ltr	< 5 mg/ltr
Oil & Grease	50-100 mg/ltr	< 5 mg/ltr
Temperature	25-35 degree	20-30 degree

- 4.** Name and detailed description of chemicals to be used for treatment must be mentioned.
- 5.** Service should be offered round the clock, 365 days in one calendar year.
- 6.** Contractor should provide all Tools & Tackles as required for proper functioning of STP.
- 7.** All disciplinary rules and regulations as enforced are to be followed by the work force of the Contractor during their stay at the premises. Uniforms and safety kits etc. have to be provided to the staff by the contractor/agency. Also the contractor must issue proper identity card along with allotment letter mentioning the name of the firm, designation etc.
- 8.** All the materials, spare parts, consumable such as oil, grease, belts etc. will be arranged by contractor/agency.
- 9.** The Contractor will provide the preventive maintenance schedule to AIIMS, BBSR and must be implemented.
- 10.** The instruction/s given to the Contractor from time to time should be properly carried out and necessary records of action taken should be maintained in a Log Book.
- 11.** Any damages caused by the Contractor to existing facilities while carrying out the work shall be made good by the contractor to the entire satisfaction of AIIMS, BBSR at their own risk and cost.
- 12.** The contractor should fulfil all statutory requirements pertaining to satisfactory performance of the job etc.

13. No advance payment will be made to the Contractor. Monthly payment/s will be released after submission of monthly bill (along with with all necessary document i.e Bank Statement against credit of salary of the employees, Latest GST return certificate, EPF & ESIC of the employees, Colour Photographs of work executed, test report from CSIR-IMMT, BBSR and satisfactory completion of job, which is to be certified by the Engineer In-charge, AIIMS, BBSR.
14. Dismantled / replaced parts should be handed over to AIIMS, BBSR Engineer in-charge or its representative.
15. The qualified contractor/ firm/agency should submit copies of certificates of EPF Code No. and registration under Contract Labour (Abolition / Regulation) Act, 1970 along with Tender documents and with each RA bill and the Contractor having no such registration number, the necessary deductions will be made as per the Govt. Rules.
16. All the contractor's employees working in AIIMS, BBSR premises for the above mentioned work should be covered under ESIC making statutory contribution under ESIC Act as per Govt. laws.
17. The Contractor shall take necessary insurance to cover the entire workmen's compensation act and also in respect of any other person on account of accident at site.
18. The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc. For any lapse or breach on the part of the contractor in respect of non-compliance of any labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.
19. The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of AIIMS, BBSR.
20. AIIMS, BBSR shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances to the staff employed by the contractor. Excess payment due to any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.
21. Work involves operation and maintenance of Sewage Treatment Plant including all storage chambers, pump sets, air blowers, filtration system, spare and Electric Driven Pump Set etc.
22. The tenderers are required to visit the plant site to see the actual installations themselves to assess the quantum of work involved before submitting the tender.
23. Once the tender is submitted, it will be presumed that the tenderer has seen and understood the complete work involved for each of the system.
24. In case of any natural disaster when STP plant could not be operated, it is the sole responsibility of the AMC agency to take out the soil and dump in earmarked area as per direction of EIC without affecting the periphery/surrounding environment.

DUTIES AND OBLIGATIONS

1. Duties of Operators & Staff Employed:

- The Contractor should submit the names of the persons engaged for the work and they have to report to the Engineer-In-Charge on day-to-day basis. Persons employed should not be changed frequently and every person employed for the work has to obtain proper Gate Pass from Engineering Department of the institute.
- Operation and the maintenance of STP plant comprising of various pumps, motors, blowers, pipelines, septic tanks, filter unit, etc. together with the electrical panels and connections. Operators employed should have knowledge of Hindi & oriya. The Contractor has to keep the area of plant neat and clean.
- Attendance register for the duty of manpower deployed must be maintained & to be verified daily by Engineer-in-charge.

2. Repairs:

- The contract is comprising all preventive and breakdown comprehensive maintenance of STP plant, so the Contractor has to do all minor repairs, for which no additional labour charges will be paid. For any spares/materials, replacement genuine parts must be used and such materials have to be checked-in through Security Department as evidence being materials brought in.
- Under no circumstances, plant should remain under breakdown for more than 03 hours. In the event of breakdown/ shut down the onus of attending the problem in the shortest possible time will rest on the Contractor failing which Engineering-in-charge is empowered to get the breakdown/ shut down any defect rectified from any outside agency at the risk and cost of the Contractor and make necessary deductions from their bills.
- It will be Contractor's responsibility to maintain STP Plant in healthy state all the time, to plan and undertake preventive maintenance of STP plant at regular intervals and attend routine maintenance activity every day as instructed by Engineer-in-charge.
- The Contractor should make a service report for all the maintenance jobs carried out and get it counter signed by the Engineer-in-charge. The agency will provide the necessary registers.
- The Contractor has to carry out necessary treatment to the sewage with the chemicals so as per the parameter provided.
- The agency will carry out testing of treated water taken from the treated water tank in presence of the AIIMS staff at the last week of every month at CSIR, IMMT,BBSR, which must be as per the required parameters to process the monthly bill.
- It will be the responsibility of Contractor to remove excess sludge from sludge holding tank by the filter press. In addition, Contractor shall also carryout cleaning of Grease/Sludge holding Tanks periodically, and disposal of grease / sludge outside the premises on own cost.
- Checking of the levels of the septic tank and arranging for pumping of the Sewage collected in this tank at times / regularly, so that the Sewage at no point of time overflows the tank and cause a health hazard to the occupants of the AIIMS, BBSR surroundings (localities or neighbours).
- Operating of the pumps erected inside the plant for water supply and constructed beside the septic tanks, taking care to check the levels of,
 - Water in the sump.
 - Sewage in the tank and maintaining of the pumps and clearing any chokes / blocks in the conveyance lines lying throughout the internal roads of AIIMS, BBSR (refer as built drawings with AIIMS, BBSR) using suitable means as recommended by AIIMS, BBSR.
- Maintaining in a neat condition all the lightings / fittings on site and handing over the same to Authority of AIIMS, BBSR on expiry of the O&M period.
- Motors& Pumps
 - Cleaning and tightening of all screw connections and terminals on controllers.
 - Examining of fuse contacts and terminals for cleanliness and tightness.
 - Checking the pump immediately after starting the motor, to see if the pump is generating the rated head, by reading the pressure gauge.
 - Checking for any undue vibration of stuffing boxes.
 - Checking of glands for overheating and leakage. Gland packing around the pump set is adjusted to permit only a slight leakage of droplets of water to cool and lubricate the shaft.
 - Checking if the voltage fluctuation is within the permissible limit of 420-440 V.
 - Checking of current rating and actual loading of motor to prevent overloading, by frequently monitoring the ammeter reading.
 - Ensuring that the treated water level in the water source does not drop more than 1 meter above foot valve and water at the receiving end is not wasted by overflow.
 - Checking the bearings of the pump periodically and applying grease sufficiently.
 - Checking the gland packing once in two months.

- Checking the valves and pressure gauges and tightening the gland at closer intervals when too much leak of water occurs.
- Operating of each submersible pump once in a week, and check the performance.
- **Other Duties: Daily usage of chemicals and minor & major maintenance in STP plant will be recorded in the logbook as per AIIMS, BBSR's requirement and are verified by the Engineer-in-charge of AIIMS, BBSR. Any complaint noticed shall be immediately reported to Engineer-in-charge.**
- The contractor has to ensure that the tanks and the electro-mechanical equipment are maintained properly.
- Precaution against any fire hazards or other damages to Plant and the firm / agency / contractor shall arrange equipment. AIIMS, BBSR shall remain indemnified by the contractor from any encumbrances /loss on this account.
- The firm/ agency/ contractor shall fulfil the requirement of various law enforcing agencies / local authorities, such as Pollution Control Board, Directorate of Electricity Safety, fire etc., by taking their approvals as required.
- The firm/ agency/ contractor will be responsible for the safety of their deputed staff during the performance of their duty at AIIMS, BBSR site.
- In case any of staff is not found up to mark and not able to do work properly, he will have to be changed as per the instruction of AIIMS, BBSR.
- In case of any problem with the equipment, the firm/agency/contractor shall inform AIIMS, BBSR immediately.
- The Rate quoted by the contractor for the Manpower component should be as per the payment of minimum wages act of central government. The Bid will not be considered if the contractor's quoted price for manpower is less than the rates as per the minimum wages category mentioned by the ministry of labour, Government of India.

Executive Engineer (CIVIL)
AIIMS, Bhubaneswar

Maintenance

The following maintenance activities shall be carried out as per requirement/as per instruction of Engineer-in-Charge or his authorized representative:-

- (a) Screen chamber, grit chamber and man holes shall be kept clean.
- (b) Remove large floatable suspended particle/matter from sewage sump, Screen Chamber and Grit Chamber.
- (c) Grit chamber sludge pipe line shall be discharged periodically by opening the valve depending upon sludge deposited in grit chamber bottom.
- (d) Mobil and/or grease should be applied to all moving parts.
- (e) Grease shall be applied for all the pumps as per pump specification.
- (f) Alignment – Check proper alignment for all pumps.
- (g) Lubrication – Check proper oil & grease for air blowers and all mechanical equipment.
- (h) All valves, connecting pipes shall be checked every day for damage/ leakage and shall be rectified.
- (j) The sand filter and disc filter connected to treated effluent discharge pump shall be cleaned every month /or once the pressure difference reaches 1 bar/sq. inch.
- (k) Checking and cleaning of the whole assembly periodically.
- (l) The wire mesh of flame arrestor shall be checked every month to see whether it is worn out. If so it shall be replaced with an equivalent.
- (m) The floors and basement of pumps, pump houses shall be cleaned and kept dry all time.
- (n) The installation i.e. terminal man hole, sewage collection sump, pump house, grit chamber, holding tank, aerobic MBBR reactor, Sludge settling tank, treated effluent storage tank, discharge pump, valves, pipe line, compost pit. The area adjacent to the installation shall be kept in a clean and hygienic condition.

Executive Engineer (CIVIL)
AIIMS, Bhubaneswar

List of Major and Minor Equipment

Sl. No.	Major Plant and Equipments	Quantity
1	Bar Screen	2
2	Raw Sewage Pump	4
3	Air Blower	6
4	Filter Feed Pump	2
5	Multi Grade Filter	2
6	Activated Carbon Filter	1
7	Sludge Pump	2
8	Filter Press	2
9	Screw Pump	2
10	Hypo Dosing Pump	1
11	Aeration Tank	4
12	Sludge Holding Tank	1
13	Chlorine Contact Tank	1
14	Treated Sewage Collection Sump	1
15	Filter Press Pump	2
16	Treated water transfer pump	2

List of Units

Ser. No.	DESCRIPTION	QUANTITY	SIZE IN METER
1	INLET CHAMBER	1	1.0 X 1.2 X 0.3+0.55
2	BAR SCREEN	1	1.5 X 1.2 X 0.3+0.45
3	OIL & GREASE TRAP	1	3.1 X 1.2 X 1.5+0.5
4	EQUALISATION TANK	1	12.5 X 6.0 X 2.5+0.55
5	MBBR-R1-R4	4	3.8 X 3.0 X 4.1+0.55
6	SETTLER	2	2.0 X 3.0 X 2.6+0.7
7	BALANCING TANK	1	6.3 X 2.0 X 3.3+0.8
8	SLUDGE HOLDING TANK	1	6.3 X 1.8 X 3.3+0.8
9	TREATED WATER TANK	1	5.0 X 15.0 X 2.0+0.3
10	SLUDGE DRYING BED	4	3.0 X 2.9 X 1.2+0.5
11	PLANT ROOM	1	14.2 X 8.3 X 3.9

Executive Engineer (CIVIL)
AIIMS, Bhubaneswar

AFFIDAVIT

(To be Submitted on Non Judicial Stamp Paper of Rs 10/- or above)

I/We hereby certify that, the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that, Firm will supply the item(s) as per the specification given by Institution and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may imposed any action as per NIT Rules.

"I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".

Business Address :-

Name :

(Signature of Bidder with Firm's Seal)

Place : _____

Dated : _____

FORM OF PERFORMANCE SECURITY (GUARANTEE)

1. In consideration of the Executive Director, AIIMS, Bhubaneswar (hereinafter called " the Government ") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called " the said Contractor(s) ") for the work _____ (hereinafter called " the said agreement ") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/ guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

I/We _____ (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government .

2. I/We _____ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. I/We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

5. I/ We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in- charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.

6. I/We _____ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).

8. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.

9. This Guarantee shall valid up to _____ unless extended on demand by Government, Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the _____ day of _____ for _____

(Indicate the name of Bank)

AGREEMENT (Specimen)

(To be submitted in Non-judicial stamp paper of Rs 100/- or above)

This Agreement is made at **Bhubaneswar** on this (day) of(Month) 20____.

BETWEEN

Executive Director , AIIMS, Bhubaneswar represented through Superintending Engineer, AIIMS, BHUBANESWAR (hereinafter referred as the) (Address) "**Principal/Owner**", which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

AND

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT No. **AIIMS/BBSR/Engg./ 006 /2023-24**) (herein after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for ***Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24, hereinafter*** referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the Land, Rules & Regulations, Economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose afore said both the parties have agreed to enter to this Agreement (hereinafter referred to as "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

The Tendered Value which has been accepted by Competent Authority for "***Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24***" is Rs _____/- (Rupees _____only).

NOW, THEREFORE, inconsideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under :-

Article - 1 : Commitment of the Principal/Owner.

1. The Principal/Owner commit itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s)

the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender processor the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act,1988 (P C Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article - 2 : Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standard and makes, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution: -

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article - 3 : Consequences of Breach.

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right :-

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article-2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may before vigor for a limited period as decided by the Principal/Owner.**

2. **Forfeiture of EMD/Performance Guarantee/Security Deposit :** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contractor has accrued the right to terminate/determine the Contract according to Article-3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. **Criminal Liability :** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article - 4 : Previous Transgression.

1. The Bidder declares that no previous transgressions occurred in the last 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender processor action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

Article - 5 : Equal Treatment of all Bidders/Contractors/Sub-contractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

2. The Principal/Owner will enter in to Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article - 6 : Duration of the Pact.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS, Bhubaneswar.

Article - 7 : Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Bhubaneswar** of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not be unmade.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 8 : LEGAL AND PRIOR RIGHTS.

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Pact.

Article – 9: Terms and Conditions of Payment

a. The Running payments for the work done shall be released MONTHLY by AIIMS, Bhubaneswar.

The vendor shall submit the documents along with the bill for Payment: -

- (i) Testing & Commissioning Certificate.
- (ii) Monthly Challans of EPF and ESI.
- (iii) Master Roll & Wages register signed by workers of each month.
- (v) Copies of attendance Register.
- (vi) Preventive Maintenance Record.
- (vii) Bank Account details/ e-payment details of the vendor.
- (viii) Warranty/Guarantee Certificate if applicable.
- (ix) GST return up-to-date Voucher.
- (x) Bank statements against salary credit of Manpower deployed.
- (xi) Colour Photos for Executed work on glossary paper.
- (xii) No claim certificate (Final bill)

b. The Security Deposit @ 2.5% of gross amount of the bill shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period i.e. six months from the date of completion of work, without any interest thereupon.

c. The Income Tax as application shall be deducted from the bills unless exempted by the Income Tax Department.

d. Labour Cess @1% will be deducted from the bill.

e. if the contractor fails to complete the work on or before the stipulated date, then a penalty at the rate of 1.00% per month as per GCC-2020 of delay to be computed on per day basis of the total order value shall be levied subject to maximum of 10% of the total order value.

f. Penalty Clause:

I. The contractor will maintain attendance records of the staff, which will be checked by the Junior Engineer/Assistant Engineer/Executive Engineer/Engineer-in-charge. In case of absence of any staff, recovery shall have made at the following rate.

- a. Semi Skilled/Unskilled labour ₹1,000/- per day per person.
- b. Semi Skilled/Unskilled labour ₹900/- per day per person.

II. The contractor will have to submit the Monthly Bank Transaction statement showing details of salary of staff working under STP O&M. The Contractor will have to pay the monthly salary to the employees of STP O&M in 1st week of Every Month irrespective of any other Situation. If the Contractor fails to do so a penalty of Rs 1000/- per day per Employee will be imposed till the drawl of the Salary.

Article – 10: Period

THIS AGREEMENT will take effect from the _____ day of _____ Month of _____ 202_ and shall be valid for ____ (____) Year and extendable for another 01 (One) year on mutually agreeable conditions subject to satisfactory performance.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses: -

.....

(For and on behalf of Bidder/Contractor)

.....

(For and on behalf of Principal/Owner)

WITNESSES:

.....

(Signature, Name and address)

.....

(Signature, Name and address)

Dated :

Dated :

Place : Bhubaneswar

Place : Bhubaneswar

PROFORMA OF SCHEDULES

(Separate Performa for Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities: - (ENCLOSED)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Ser. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
NIL.				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Ser. No.	Description	Hire charges per day	Place of Issue
(1)	(2)	(3)	(4)
DELETED			

SCHEDULE 'D'

Additional Condition and specifications: Enclosed.

SCHEDULE 'E'

(Reference to General conditions of Contract.)

Name of Work : ***Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.***

Estimated Cost of Work: **Rs 17,44,674.00/-**

(a) Earnest Money = **2% of Estimated cost**

(b) Security Deposit = **2.5% of Billed value**

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS :

Officer Inviting Tender :- Executive Engineer, AIIMS, Bhubaneswar

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined:-

in accordance with Clause -12.2 &12.3 = **See below**

Definitions

2 (v)	Engineer-in-Charge	Executive Engineer (CIVIL), AIIMS,Bhubaneswar
2(viii)	Accepting Authority	Executive Director AIIMS,Bhubaneswar
2(x)	Percentage on cost of materials and labor to cover all over heads and profit	15%
2(xi)	Standard Schedule of Rates	Market Rate
9(ii)	Standard AIIMS Contract Form	GCC for CPWD Works - 2020 as amended and up to and including correction slip

Clause – 1.

- (i) Time allowed for submission of Performance guarantee, : 07 Days
Program Chart (Time & Progress) and applicable Labor
Licenses, Registration with EPFO, ESIC & BOCW Welfare
Board or proof of applying thereof from the date of issue
of letter of acceptance

- (ii) Maximum allowable Extension with late fee @ 0.1% of : 01 to 15 days.
Performance guarantee amount beyond the period
provided in (i) above.

Clause – 2.

Authority for fixing compensation under Clause 2 : **Executive Director, AIIMS,
Bhubaneswar**

Clause – 2A.

Whether Clause 2A shall be applicable : **No**

Clause – 5.

Time allowed for execution of work : **01 (One) Year & may be
Extendable up to a suitable period
after approval of competent
authority.**

Number of days from the date of issue of letter of acceptance for
reckoning date of start : **07 Days.**

Authority to decide fair & reasonable extension of time for
completion of work : **Superintending Engineer
AIIMS, Bhubaneswar**

Clause – 6A.

Whether Clause 6 shall be applicable : **Yes.**

Clause – 7.

Gross work to be done together with net payment/adjustment of
advances for material collected, if any, since the last such payment
for being eligible to interim payment : **Monthly/Periodical Basis.**

Clause – 7A.

Whether clause 7A shall be applicable : **YES.**

Clause – 10B(ii).

Whether Clause 10B(ii) shall be applicable : **No.**

Clause – 10C.

: **Not applicable.**

Clause – 10CA.

: **Not applicable.**

Clause – 11.

Specification to be followed for Execution of work as on the date of opening of the tender. : **CPWD Specifications Volume I & II 2009 with up to date correction slips**

Clause – 12.

12.2 & 12.3 Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not be applicable : **NA**

Clause – 16.

Competent Authority for deciding reduced rates : **Superintending Engineer
AIIMS, Bhubaneswar**

Clause – 25.

Settlement of dispute & Arbitration : **Executive Director, AIIMS,
Bhubaneswar**

Schedule of Quantities
AIIMS, Bhubaneswar

NIT No. : AIIMS/BBSR/Engg./ 006 /2023-24

Name of Work: Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.

Sr. No.	Description/Particulars	Unit	Quantity	Rate	Amount	Remarks
1	Operation & Maintenance including Manpower					
A	MANPOWER					
1.1	Rate for Operators (for one day/ three shifts) (per month) Minimum Rates as per central govt. norms (4nos) semi-skilled	Per Month	12.00	24317.00	11,67,216.00	
1.2	Rate for Sewage Man/ Helper/ Sweeper(for one day/ three shifts) (per month) Minimum Rates as per central govt. norms (1no) Un-skilled	Per Month	12.00	21814.00	2,61,768.00	
	Manpower Total		5 nos		14,28,984.00	
	I/we hereby do agree to execute the manpower component part for service charge @----- % of the total amount Rs.14,28,984.00/-			TOTAL (PART A)		
B	MATERIAL					
	Supply of Consumables, Spare parts & Tank cleaning					
a	Urea	Kg	350.00	18.00	6300.00	
b	Coagulant (Alum)	Kg	550.00	16.00	8800.00	
c	Biocides(Bacteria) powder form only	Kg	50.00	885.00	44250.00	
d	Calcium Hydroxide / lime	Kg	360.00	15.00	5400.00	
e	DAP	Kg	240.00	47.00	11280.00	
f	Hypochloride, Naocl	Kg	584.00	17.00	9928.00	
g	Salt (Nacl)	Kg	0	0	0	
h	80 mm dia C.I. flange type Non-return valve	No	2.00	2290.00	4580.00	
i	80 mm dia C.I. flange type Butter fly valve	No	2.00	2160.00	4320.00	
j	C.I. Coupling for Pump & Motor	No	2.00	531.00	1062.00	
k	wide range pH test paper strip & Lab chemicals	No	120.00	40.00	4800.00	
l	CPVC/PVC discharge Pipe (63mm, 80mm corrugated suction hose)	Mtr	40.00	65.00	2600.00	
m	Tank cleaning	each	1.00	35000.00	35000.00	
n	SS screen 6mm sq grating 400X3800mm	sqft	0	0	0	
o	(Monthly testing of outlet) for PH,TDS,BOD,COD,TSS from CSIR, IMMT,BBSR	nos	12.00	5000.00	60000.00	
p	V belts(12) @840/pc	pc	12.00	390.00	4680.00	
q	Suction foot Valve CI 100 mm & spares diaphragm	nos	1.00	3600.00	3600.00	

t	MCC Electrical panel servicing ,degreasing and carbon cleaning for STP and ETP	lot	2.00	7000.00	14000.00	
u	Minor maintenance as per Annexure -I (Maintenance of 500 KLD STP and 100 KLD ETP at AIIMS Hospital including inspection, tools & tackles, minor consumable like gasket, gland packing, MS spring, nuts & bolts, rubber coupling, clamps, grease caps, grease , gear oils for compressors ,spindle, thrust plate, wedge nut, wire mess, touch-up with anti corrosive paint, PVC flexible water hose for cleaning, minor weilding, electrical panel including accessories without cabling)	LS	12.00	4500.00	54000.00	
v	Consumables filter media change as required					
	a) Sand	Kg	200.00	7.50	1500.00	
	b) Silex	Kg	500.00	7.50	3750.00	
	c) Pebbles	Kg	500.00	7.50	3750.00	
	d) Gravels	Kg	500.00	7.50	3750.00	
	e) Carbon	Kg	200.00	65.00	13000.00	
	f) Resin Na+	Kg	0	0	0	
	g)Top and bottom distributor	nos	2.00	7670.00	15340.00	
				TOTAL (PART B)	3,15,690.00	
	Total Amount (Part A+ Part B) Including GST			Say	17,44,674/-	
Note : The Contractor has to quote the labour rate by satisfying the criteria of Labour Law						

GRAND TOTAL (in figures) = _____

(The Rates quoted should be inclusive of GST as applicable)

(In Words) = (Rupees _____ only)

NOTE:

- It is to be certified that the quoted rates for labours are not below the statutory rates payable under the Minimum Wages Rules/ notifications issued by the Central Government, however, contractor may quote higher rate for wages part.

PERFORMA FOR QUOTING RATES

NAME OF WORK- <i>Annual Maintenance and Operation Service of 410 KLD STP Plant at Housing Complex, AIIMS, Bhubaneswar, for the year 2023-24.</i>
e NIT No- <u>AIIMS/BBSR/Engg./ 006 /2023-24</u>
ESTIMATE COST PUT TO TENDER- Rs 17,44,674.00/-
NAME OF CONTRACTOR-

Material & Labour Component (Part A & B)	
Labour Component (PART-A Total Amount (including of 18 % GST & 1% Cess) in Rs.	14,28,984.00
Service Charge Percentage above/ at par the Total Estimated Labour Component Cost (Minimum 3.85% and Maximum 7.00%, as per OM No.F 6/1/2023-PPD Dated 06.01.2023)	
% in words	
Total Amount (Rs.)	
Total Amount (Material Component PART-B)including of 18 % GST & 1% Cess) in Rs.	3,15,690.00
Percentage above/ below the Total Estimated Material Cost	
% in words	
Total Cost (Rs.)	
Total Amount (Part A Labour + Part B Material) Including GST & Cess (Rs.)	

(Rupees _____ only)

NOTE: -

1. MR = To be read as Market Rate.
2. The Bidder must submit Financial Bid in On-Line Mode.
3. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
4. No other charges would be payable by the Institute
5. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
6. Contractor has to bring samples as per above preferred brands only and Engineer-In-Charge shall approve one sample out of the samples brought by the contractor. The contractor has to use material of that approved sample only. No claim in this regard shall be entertained.
7. In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for other make.
8. The rates quoted should be inclusive of GST as applicable.
9. L1 shall be decided on composite basis of total amount of part A+B (i.e reflected in BOQ3). Lowest bidder of BQ3 (i.e. addition of rate quoted in BOQ1 & BOQ2) shall be considered as L1 of total work.
10. The bidders are requested to quote the price for service charge minimum 3.85% and maximum 7.00%. The price quoted outside this range will not be considered and bid will be rejected.

I, the contractor certify that I am filling this template after understanding all the items of Schedule of Quantity of e NIT Page No- **34 to 35**.

Name: _____

Business Address: _____

Date : _____

Place: Bhubaneswar

Signature of the Bidder: -

Seal of the Bidder _____

E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION ON CPP PORTAL:

Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER ENQUIRY DOCUMENT

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders

through SMS / e- mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

Submission of Bids

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.

Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes

and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk