



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

NOTICE INVITING e-TENDER

N.I.T. No.	AIIMS/BBSR/ENGG/ELECT/31/2023
Name Of Work:	“Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, Aiims Bhubaneswar.”
Estimated Cost:	Rs. 42,73,896.00
Earnest Money:	Rs. 85,478.00
Performance Guarantee:	@ 5% of Contract Value
Security Deposit:	@ 2.5% of Contract Value
Contract Period:	6 Months
Type of work:	SITC
Tender issue date:	15/01/2024
Pre-Bid Conference Date:	NA
Last Date & Time of Submission of Tender:	07/02/2024 by 11.00 Hours

“Certified that, this tender document contains **45** pages only”.

Assistant Engineer (Elect.)
AIIMS, Bhubaneswar

Executive Engineer (Elect.)
AIIMS, Bhubaneswar

ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR
Government of India, Ministry of Health & Family Welfare, AIIMS, Bhubaneswar

Name of Work	:	"Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, Aims Bhubaneswar."
NIT No.	:	AIIMS/BBSR/ENGG/ELECT/31/2023

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NOTICE INVITING e-TENDER

(a)	Name of Work	"Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, AiiMS Bhubaneswar."
(b)	Tender No.	AIIMS/BBSR/ENGG/ELECT/31/2023
(c)	Contract Period	06 Month
(d)	Estimated Cost	Rs. 42,73,896.00 /- (Rupees Forty-two lakh Seventy-three thousand Eight Hundred Ninety-six only)
(e)	Earnest Money Deposit (EMD)	Rs. 85,478.00 (Rupees Eighty-five thousand Four hundred Seventy-eight only)
(f)	Performance Security (Bank Guarantee)	5% of Tendered Cost.
(g)	Security Deposit	2.5% of the Tendered Value.
(h)	Tender documents will be Issued From	As per e-Tendering Portal of AIIMS Bhubaneswar http://www.aiimsbhubanewar.nic.in and CPP Portal www.eprocure.gov.in for downloading/ participating
(i)	Pre-Bid Conference Date :	NA
(j)	Last Date & Time of Submission	07/02/2024 by 11.00 Hours
(k)	Date, Time for the Opening of Technical Bid	08/02/2024 by 12.00 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 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.edu.in or <https://eprocure.gov.in/eprocure/app>

Executive Engineer (Elect.)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

(APPLICATION FOR INVITING BID ON TWO BID SYSTEM)

The Executive Engineer (Elect.), AIIMS, Bhubaneswar, (Phone - 0674 2476500 , Email - eeel@aiimsbhubaneswar.edu.in) invites on behalf of Executive Director, AIIMS, Bhubaneswar, Parentage Rate Tender from reputed Agency in Two (02) Bid system (Technical cum Eligibility & Financial respectively) from eligible Agency of CPWD, MES, AIIMS, central Govt., State Govt., Central PSU, State PSU . having successfully completed works of similar nature as per eligibility criteria for the following work: -

Ser. No.	Description	Details
(a)	NIT No.	AIIMS/BBSR/ENGG/ELECT/31/2023
(b)	Name of Work:	"Supply, Installation, Testing And Commissioning Of New Change Over Lt Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, Aims Bhubaneswar."
(c)	Estimated Cost	Rs. 42,73,896.00 /- (Rupees Forty-two lakh Seventy-three thousand Eight Hundred Ninety-six only)
(d)	Earnest Money	Rs. 85,478.00 (Rupees Eighty-five thousand Four hundred Seventy-eight only)
(e)	Period of Completion	06 Months
(f)	Last date and time of online submission of tender	07/02/2024 by 11.00 Hours
(g)	Time and date of on line opening of Tender (Technical Bid)	08/02/2024 by 12.00 Hours
(h)	Time and date of opening of Online Financial Bids	Will be informed to the Technically qualified Bidders.
(i)	Hard copies of of EMD, Registration Certificates, Undertaking, Affidavit and other uploaded document to be submitted to Executive Engineer (Elect), Bhubaneswar office by the Bidders for reference. However, the Eligibility will be considered as per uploaded documents. For any query kindly contact: eeel@aiimsbhubaneswar.edu.in Phone: 0674 – 2476500	To be submitted on same Days i.e. on 07/02/2024 i.e. by 17.00 Hours. In case the last day happens to be closed holiday, these Documents shall be submitted on the next working day failing which technical Bid will not be considered for Evaluation.
(j)	Mode of submission of Tender	Online.

1. **Eligibility Criteria** : Contractor /Agency how fulfilled the following requirement shall be eligible to apply . Joint venture in not accepted.

- a) The bidder should have satisfactorily completed the works as mention below during the last seven years end previous day of last date of submission of bid .

- i. one (01) similar work each costing not less than **Rs. 34,19,117.00/-**
OR
- ii. Two (02) similar works each costing not less than **Rs. 25,64,338.00/-**
OR
- iii. Three (03) similar works each costing not less than **Rs. 17,09,558.00 /-**

Similar work means **“Supply, Installation, Testing and Commissioning of LT Cables and LT or HT Panels/Supply and laying of LT Cables/Supply and Installation of Electrical LT or HT Panel.”**

2. The Bidder should have registration up to date with **Employee Provident Fund (EPF) Commissioner** and **Employee State Insurance (ESI) Corporation**.

3. The bidder should have positive net worth and should not have incurred loss in last 03 (Three) Years ending i.e. by 31st March 2023, duly certified by Chartered Accountant.

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

5. 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.

6. **The Bidder/Firm should have Valid Electrical (MV/HT and above) Agency's License. Those who has no valid HT electrical license will comply the clause no 6.5 of rule for Enlistment of contract in CPWD,2020**

OR

The agency can submit an undertaking in 100 rupees stamp paper that he will produce the electrical MV/HT contractor license within 3 months of award of contract.

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

8. Average annual financial, the turnover during the last three years, ending 31st march 2022 should be more than 50% of the estimated cost (Not less than **Rs.@ 21,36,948.00/-**).

9. Solvency certificate: - solvency of amount equal to 40 % of the estimated cost put to tender (Not less than **Rs. 17,09,558.00 /-**)

10. 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.

11. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.

12. 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> or www.aiimsbhubaneswar.edu.in free of cost.

13. Copies of eligibility documents and EMD 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.

14. Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow colour and the moment rate is entered, it turns sky blue. 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). After submission of the bid online the Agency can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

15. 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.

16. 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.

17. If the Agency is found ineligible after opening of bids, his bid shall become invalid.

18. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified agencies to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

Executive Engineer (Elect.)
AIIMS, Bhubaneswar

GENERAL RULES & DIRECTIONS OF CONTRACT

The Executive Engineer (Elect.), AIIMS, Bhubaneswar, (Phone - 0674 2476500 , Email - eeel@aiimsbhubaneswar.edu.in) invites on behalf of Executive Director, AIIMS, Bhubaneswar, percentage Rate Tender from reputed Agency in Two (02) Bid system (Technical cum Eligibility & Financial respectively) from eligible agency of CPWD, MES, AIIMS, central Govt., State Govt., Central PSU, State PSU . having successfully completed works of similar nature as per eligibility criteria for the following work: -

Name of Work: *Tender for “Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, Aiims Bhubaneswar.”*

1. **Preparation & Submission of Tender through Online.** The Tender should be submitted in 02 (Two) parts i.e. **Technical Bid and Financial Bid Respectively**. The Bid shall be submitted by the Bidder through online for **“Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, Aiims Bhubaneswar.”**
2. ***The Bidders shall have to submit original documents for Original Earnest Money Deposit and self-certified copies of all the scanned and uploaded documents before the date and time of opening of tender at Executive Engineer(Electrical) office 3rd floor Academic Block AIIMS Bhubaneswar.***
3. **List of Documents to be scanned and uploaded within the period of bid submission.**
 - (a) Earnest Money Deposit in Favour of **“All India Institute of Medical Sciences, Bhubaneswar”**.
 - (b) FROM `A to C` duly filled in and signed with stamp.
 - (c) Certificates of Work Experience & Work Completion Certificate to be issued by the officer of the rank not below Executive Engineer.
 - (d) Certificate of Registration for GST and acknowledgment of up-to-date filed return if required.
 - (e) Copy of PAN card
 - (f) Copies of IT return last 3 Years.
 - (g) Copies of Agency's Valid Electrical License (MV/HT and above) - refer eligible criteria point no. 6.
 - (h) Copies of ESI Registration.
 - (i) Copies of EPF Registration.
 - (j) The Bidder should have their Registered Office/Branch in Bhubaneswar. If not, an Office should be opened in Bhubaneswar within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Bhubaneswar should be given to EE(Elect).(Declaration must be submitted)
 - (k) Declarations to be given by the Tenders.
 - (l) Profit/Loss: The bidder should not have incurred any loss (Profit after Tax should be positive) in more than two years during available the last five consecutive balance sheet, duly audited and certified by Chartered Accountant.
 - (m) Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.
 - (n) **Notary Affidavit as per Annexure – I**
 - (o) ***Scanned copy of original solvency to be uploaded.***
4. **The bid submitted become invalid, if any discrepancy is noticed between the eligibility documents (as per Sl. No 02 para ‘a’ to ‘q’) as uploaded at the time of submission of bid.**
5. The intending bidder must read the terms and conditions of **CPWD -8** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

6. **(a) Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit the form of Fixed Deposit Receipt or Demand Draft from any Nationalized/Schedule Bank duly pledged in the name of the "**All India Institute of Medical Sciences, Bhubaneswar**". Document received without submitting of EMD will be rejected.
- (b) (i) As per SOP No. 5/1 & Clause No. 06 of CPWD Manual – 2019 the MSME firms registered in NSIC under PP policy are exempted from payment of EMD for supply of GOODS & Services only.
- (ii) Micro & 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.**
- (a) The successful Agency will be required to furnish a Performance guarantee of 05% (Three Percent) of Contract Value in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized/Schedule 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 as per GCC.
- (b) The security deposit 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. Performance Security will be discharged after completion of Agency's performance obligations (including Warranty/Guarantee period) under the contract. In case the Agency fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the Agency shall be forfeited automatically without any notice to the Agency. The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
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 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 on line. For any query, Executive Engineer, Electrical, Phone: 0674 – 2476500 AIIMS, Bhubaneswar, may be contacted.
10. 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 agency who resort to canvassing will be liable to rejection.
12. 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.
13. The Agency 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 gazetted officer in the AIIMS, Bhubaneswar. Any breach of this condition by the Agency would render him liable to be removed from the approved list of Agency 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 Agency 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 Agency 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 Agency'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. This notice inviting bid shall form a part of the contract document. The successful bidder/ Agency, 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.
17.
 - (a) The quoted Rates shall be inclusive of GST.
 - (b) Security Deposit equal to 2.5% of the Contract Value will be deducted from the Bills of the Agency.
 - (c) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
18. **Goods and Services Tax (GST).**
 - (a) **GENERAL REMARKS ON TAXES & DUTIES:** In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, service Tax, VAT, Sales Tax, Entry or any other form of indirect Tax except of GST mentioned in the bidding document shall be ignored.
 - (b) Bidders are required to submit copy of the GST Registration certificated while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
 - (c) "GST shall mean Goods and services Tax charged on the supply of material(s) and services. The term 'GST' shall be construed to include the integrated Goods and Services Tax (Hereinafter referred to as "IGST") or central Goods and Services Tax (hereinafter referred to

as "CGST") or State Goods and services Tax (Hereafter referred to as "SGST") or union Territory Goods and services Tax (hereinafter referred to as "UTGST").

- (d) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST /UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the price Bid. please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the supplier of Goods/services (service provider) only. Supplier of Goods/Service (Service provider) providing taxable service shall issue an invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier of Goods /services (Service provider) with requisite details.
- (e) The Agency(s) must be submitted GST Challan copy in original duly signed with stamp of firm, against this work before releasing Security Deposit (SD) money.

19. **FRAUD AND CORRUPTION:**

- 19.1 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.
- 19.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the agency who resort to canvassing will be liable for rejection.
- 19.3 The Agency shall be debarred for any period of time as decided by the AIIMS, Bhubaneswar Authority & forfeit the entire Amount of EMD for the following reason-.
 - (i) If the Agency submits false experience/completion certificates, **as mentioned in Sl. No. - 1 Page No. - 5 (refer under Eligibility Criteria)**. The department reserves the right to verify the particulars furnished by the applicant independently.
 - (ii) If the Agency fails to commence the work on or before the scheduled date stated in the work order.
 - (iii) Violates any important condition of contract.

20. Information & Instruction for Agency will form Part of NIT.

**Executive Engineer (Elect.)
AIIMS Bhubaneswar**

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that: -

- (a) I /We have gone through CPWD W-8 amended up to correction Slip No.6 as available on website www.eprocure.gov.in / www.aiimsbhubaneswar.edu.in or in the office of Superintendent Engineer 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) as defined in Paragraph 14 of CPWD W-6 is/are employed in AIIMS Electrical 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 Agency on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, then 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 Superintending Engineer shall be free to forfeit the entire amount of Performance Guarantee”.

Date: _____

Signature of the Tenderer

**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

From :

To

The Executive Engineer
.....

Subject : Submission of Bids for the work of

Sir;

Having examined the details given in the bid documents for the above work, I/We hereby submit the relevant information.

1. I/We hereby certify that all the statement made and information supplied in the enclosed forms A to E and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize the Executive Engineer to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Executive Engineer to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works :

Name of the Work	Certificate from

Certificate : It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Enclosures : Seal of Bidder

Date of Submission :

Signature(s) of Bidder(s).

FINANCIAL INFORMATION (FORM 'A')

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Years	2020-21	2021-22	2022-23
Gross Annual Turn over			

(i) Gross Annual Turn Over on construction works.

(ii) Profit/Loss.

II. Financial arrangements for carrying out the proposed work.

Signature of Bidder (s)

FORM 'B'

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS

Ser. No.	Name of the Work/Project and Location	Owner or sponsoring organization	Cost of work in corers of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/telephone No of officer to whom reference may be made	Whether work was done on back to back basis Yes/No
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)	(k)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'C'**FORM FOR DETAILED INFORMATION BY BIDDER**

Name of Firm/Contractor/Supplier	:
Complete Address and Telephone Number	:
Name of Proprietor/Partner/Managing Director/Executive Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of service center 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).	:
Whether the Firm/Agency as signed each and every page of Tender/NIT	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar (Odisha)-751019
www.aiimsbhubaneswar.edu.in

BIDDERS UNDERTAKING

E-Tender for the work of: Tender for “**Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, Aiiims Bhubaneswar**”

To be submitted online by:

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, 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.

I/We hereby tender for the execution of the work specified for the AIIMS Bhubaneswar within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **One Hundred Eighty (180) days** from the due date of opening of financial bid and not to make any modification in its terms and conditions.

A sum of **Rs.....** is hereby forwarded in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money. A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is submitted with tender. If I/We, fail to furnish the prescribed performance guarantee within prescribed tender, I/we agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be 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 Clause 12.2 and 12.3 of the General Conditions of Contracts (CPWD). Further, I/we agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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 Department, then I/We shall be debarred for tendering in AIIMS Bhubaneswar 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 Deposited / 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 therefrom 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

Postal Address

Witness:

e-Mail id

Address:

Occupation:

(To be filled in by the contractor/witness as applicable)

ACCEPTANCE

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the AIIMS Bhubaneswar for a sum of ₹. _____ *

(Rupees _____ * _____)

The letters referred to below shall form part of this contract Agreement:-

a) _____ *

b) _____

c) _____

For & on behalf of the AIIMS Bhubaneswar.

Signature.....

Dated

Designation.....

GENERAL CONDITIONS FOR CONTRACT

“Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, AiiMS Bhubaneswar.”

1. Prices quoted should be valid for the contract period from the date of opening of your offer. The prices quoted should be for the entire scope of work.

2. **Rates-** The prices quoted shall be inclusive of GST amount paid to the statutory authorities by the Agency shall be reimbursed on actual basis throughout the contract period on submission of the documentary evidence in the final bill. GST shall be reimbursed on actual basis on submission of the documentary evidence.

3. PF & ESIC Contribution: -

The Agency shall have to register with PF & ESIC (where ever applicable) for workmen engaged for the work .

4. Terms of Payment: -

- (a) RA bill will be paid based on progress of work after certification of Engineer-in-Charge .
- (b) The 70% payment shall be released after the Pannel is available at site along with the factory test report and the rest 30% shall be released after installation, testing and commissioning of LT Panel at site.
- (c) 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.
- (d) No provision is given for RA bill payment in this contract.
- (e) It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.
- (f) GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.

The Following documents as applicable shall be produced and self-attested photo copy shall be submitted by the Agency during each running bills:

- (i) Delivery Challan of all the material supplied.
- (ii) Test Certificate of Equipment.
- (iii) Bank Account details/ e-payment details of the vendor.
- (iv) Warranty/Guarantee Certificate if applicable.
- (v) GST return up-to-date Voucher.
- (vi) Noclain certificate (Final bill)

5. Transport

5.1) The transport required within the complex for carrying items inside the AIIMS complex for supply of materials, repairing work etc. shall be arranged by the Agency. The Agency may however seek the help of department to take permission to take heavy items for repair outside the AIIMS, Bhubaneswar complex if considered necessary.

5.2) Agency's materials, transport, etc. shall normally be permitted to go out of the area between 9.00hrs.to 18.00hrs only. Agency may also be allowed to carry out the work beyond office hours (day and night) with special permission from the Executive Director AIIMS, Bhubaneswar. However, no movement of materials and transport out of site of works shall be permitted during night or during holidays unless special permission obtained from the Executive Director, AIIMS, Bhubaneswar.

6. Antecedents

The Agency shall employ only Indian Nationals as his representatives, servants, work men and verify their antecedents and loyalty before employing them on the works. He shall ensure that no person of notorious antecedents and nationality is in anyway associated with the works and if for reasons of technical collaboration or other consideration, the employment of any foreign national is unavoidable, the Agency shall furnish full particulars to this effect to the accepting officer at the time of submission of tender. The Executive Director, AIIMS, Bhubaneswar shall have full powers and without giving any reasons to the Agency immediately cease to employ in connection with this contract, any representative agency, servant and workman or employee whose continuous employment in his opinion is undesirable. The Agency shall not be allowed any compensation on this account.

7. The term of agreement shall be initially for a period of Two year. On expiry of the term the contract may be extended for another one year on mutual agreeable by both the parties on the same rate and terms and conditions of Contract.

8. Penalty Clause:

8.1 Any breakdown/service of substation equipment must be rectified/ attended within stipulated period as directed by EIC, failing which the same work will be taken up by the AIIMS authority in risk and cost basis and the payment for the same will be deducted in next RA bill.

8.2 In case of any failure of / delay in services the penalty shall be invoked as per Clause-2 of GCC of CPWD works-2020, by the as per schedule F.

8.3 All melba/rubbish/waste, garbage etc generated due to any operation and maintenance work, the same shall be disposed of by the Agency to the authorized municipal dumping ground and nothing extra shall paid on this account. In case of non-removal/disposal in the specified period, a compensation of ₹ 1000/- (Rupee One Thousand only) per day shall be recovered from the Agency.

8.4 The Agency shall maintain the installations clean and tidy inside as well as around the installations and buildings. No rags and waste etc. shall be thrown near the building. This shall be deposited in the dustbins provided nearby. If Substation area mention in the scope is found untidy a lump sum amount **(Rs. 1000/- per day)** will be deducted from the Agency's bill.

8.5 If the vendor will not supply the material as per requisition within the stipulated time period mentioned in tender then **Rs 1000/-** per day will be deducted from the Agency's bill.

9. The work shall be governed by AIIMS, Bhubaneswar general conditions and security regulations of the contract.

10. The Executive Director, AIIMS, Bhubaneswar or any one or more officers authorized by him shall have the right to visit Agency/sub Agency premises to check the physical progress of work, inspection, testing etc. of the contract items or any part thereof at any time during all stages of operation & maintenance. The Agency shall extend all necessary facilities for carrying out such inspection and check of progress of work.

11. Specifications and Standards

The operation and maintenance shall be in conformity with relevant Indian standard specification, National Electrical codes including provisions of these specifications. In the event of any conflict between the provisions/clause for a particular item in the above-mentioned rules and specifications the most suited clause based on requirement shall be applicable.

12. Any work/engaging of Manpower, that the tenderer would normally off load to his sub-vendor or sub Agency with intimate to EIC. It is to be noted that the Executive Director, AIIMS, Bhubaneswar shall not have any obligations whatsoever towards the tenderer's sub-Agency / sub-vendor. Only the tenderer is responsible to the Executive Director, AIIMS, Bhubaneswar and AIIMS, Bhubaneswar does not accept any liability for the sub-Agency or his work men.

If the agency will engage the Manpower from sub-agency then agency must be taken approval from ESI and Agreement between Agency and Sub-agency must be submitted. Also fulfil all the norms like wages, EPF, ESI and Medical Insurance as per terms and condition of Contract or GOI Norms for which only Agency will be liable to respond.

13. It is the responsibility of the successful tenderer to hand over the entire system to the Executive Director, AIIMS, Bhubaneswar on completion of the contract period in its initial working condition. Any damages/replacement etc. should be done at free of cost with the knowledge of the Executive Director, AIIMS, Bhubaneswar. The final taking over will be done after detailed joint inspection by the Executive Director, AIIMS, Bhubaneswar/ or his authorized representative and the Agency on completion of the contract period.
14. The lump sum price offered by the Agency shall include the charges for any minor job of maintenance which are obviously fairly intended and which may not have been referred to in these documents but are essential for this work. In case of difference of opinion as to whether or not a certain item of work constitutes minor details of maintenance or not included in agency prices, the decision of Executive Director, AIIMS, Bhubaneswar shall be final and binding.

15. Risk Purchases:

The cost of repairs/rectification's necessitated due to negligence of Agency's employee shall be recovered from the Agency as per assessment made by the Executive Director, AIIMS, Bhubaneswar. If the Agency fails to repair/rectify the defects in installations within the time given to him, the same will be got repaired/rectified from other agency at the risk and cost of the Agency. The decision of Executive Director, AIIMS, Bhubaneswar shall be final and binding on both the parties.

16. If the attendance falls short of the contracted minimum number of persons the pro-rata amount shall be deducted from his bill. Similarly, if the work is found unsatisfactory and not up to the expected standards, an amount which the Executive Director, AIIMS, Bhubaneswar determines, shall be deducted from the Agency's bill. The amount so deducted shall be final.

17. Breach of Terms and Conditions.

Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Bhubaneswar in that event the EMD shall also stand forfeited.

18. Termination of Contract.

AIIMS, Bhubaneswar has 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 the contract. The decision of Engineering- In-charge is final and binding in this regard.

19. 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.

20. 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 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.

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

22. Payment shall be made on after successful completion of work and due Certification of the Bills by the AE & Representative of Engineer-in-Charge.

**Executive Engineer (Elect.)
AIIMS Bhubaneswar**

ADDITIONAL CONDITIONS FOR ELECTRICAL WORKS

1. **Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, AiiMS Bhubaneswar.**
2. For all items of Electrical, CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications; the special conditions /B.I.S. specifications shall be applied. In this regard the decision of Engineer-in-charge shall be final & binding.
3. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments / revision issued thereto up to the date of receipt of tenders.
4. Unless otherwise specified, the agreement rates for all items of work in the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
5. Other agencies working at site will also simultaneously execute the work entrusted to them and the Agency shall offer necessary co-operation wherever required to other agencies.
6. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
7. The work shall be carried out in a manner complying in all respects with the requirements of relevant by laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
8. No residential accommodation shall be provided to any of the staff engaged by the Agency. The Agency shall not be allowed to erect any temporary set up for staff in the campus.
9. No claims of the labours shall be entertained by the Department including that of providing employment, regularization of services etc.
10. The Agency shall have registration with Employee's Provident Fund commission and Employee's state Insurance Corporation for safe guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
11. The personnel and laborers engaged by the Agency under this contract shall wear neat and clean uniforms as approved by the Engineer-in-Charge along with name badges. As identity card duly countersigned by the Engineer-in-charge or his representative shall be issued to each personnel by the Agency to have proper identifications. The character and antecedents of the staff employed by the Agency shall be got verified from the police by the Agency.
12. Staff employed by the Agency should be well behaved, polite & courteous. Any complaint against staff on behaviour should be taken very seriously and such staff should be removed by the Agency immediately from the site with replacement of a suitable candidate.
13. All dismantled material will be removed from site by Agency after duly verification and measurement of the same by JE/AE and EE.
14. The Agency shall make all safety arrangements required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise, shall remain with the Agency. The department shall not be responsible for any mishap, injury, accident or death of the Agency's staff. No claim in this regard shall be entertained / accepted by the

department. Also, Agency is responsible to the damage caused to any man/material other than his team during execution, and AIIMS will not be responsible for that.

15. Agency shall be fully responsible for any damages caused to govt. property by his or his labour in carrying out the work and shall be rectified by the Agency at his own cost.
16. GST and other Taxes as applicable shall be recovered/paid from the Agency's bill as per Govt. of India/AIIMS Rules.
17. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -
 - (a) Description of schedule of quantities.
 - (b) Additional specifications and special conditions, if any.
 - (c) Contract clauses of general conditions of contract for central P.W.D. works.
 - (d) Architectural drawings.
 - (e) Indian standards specifications/BIS. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Agency shall keep all such publications of relevant Indian Standards applicable to the worksite at his own cost.
18. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.
19. No permanently /temporary huts /structures shall be constructed by the Agency at the site of work or at any government land/premises. Such structures, if any, found at the site or at AIIMS Bhubaneswar land shall be demolished and removed at the cost of the agency without any notice.
20. Any damage to the building structure, fittings or any other articles etc. done by the Agency on his workman during the execution of the work shall be made good by the Agency at his own cost.
21. The Agency shall clear the site property after the completion of the work.
22. Major/Minor complaint shall be decided by the EE/Engineer-in-charge or AE/his representative. The decision of Engineer-In-charge shall be final & binding.
23. Payment shall be made on after successful completion of work and due Certification of the Bills by the Representative of Engineer-in-Charge.
24. The Agency shall have to provide Drinking water at the site.

Executive Engineer (Elect.)
AIIMS Bhubaneswar

SPECIAL CONDITIONS (SCOPE OF WORK)

1. Any facility not mentioned in this scope, but which is vital to **“Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, AiiMS Bhubaneswar.”** are assumed to be included in the scope of work.
2. Contractor has to ensure safety and provide adequate supervision/precautions.
3. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account & no claim for delay on this account shall be entertained.
4. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
5. The tender shall be based on Conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
6. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Corporation shall be debarred from AIIMS tender for one year.
7. All the works to be carried out in accordance with latest CPWD/BIS Specifications and as per the directions of Engineer-in-charge.
8. Packing: The supplier shall provide such packing of the goods, as is required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
9. **DRAWING AND SPECIFICATIONS**
A copy of tender documents and all relevant drawings and specifications viz. Indian standards, latest CPWD specifications etc. shall be made available at site if & when asked for reference.
10. **COST OF TESTS**
The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the contractor except for such exclusions as are specifically mentioned in the specifications laid down in contract. The cost of all test carried out by Laboratories directed by the Engineer-in-Charge will be borne by the contractor.
11. The work shall be carried out strictly as per the attached technical specifications, relevant IS specifications, Indian Electricity Rules & National Electrical Code.
12. The contractor has to get approved all the material from the Engineer-in-Charge before its actual use at site of work.
13. The scope of work includes all minor building works required for execution work such as cutting of wall etc. and making good the same. Nothing extra will be paid to contractor for the same.
14. The watch and ward of material and installation shall rest on the part of contractor during execution of work and till handing over of the same after completion of work in accordance with schedule of work.

15. The contractor will take care of the building etc. while handling / installing the equipment to avoid damages to the building. If any damages occur during execution of work, it shall be made good by contractor without any extra cost.

16. Existing structure materials on good condition may be used after joint inspection by AIIMS representatives & vendor.

17. Dismantling non-used materials to be deposited at Engineering Dept. by the Firm.

18. The vendor shall submit color photographs printed with glossy paper for showing different stages of work during the submission of final bill.

19. **LIST OF APPROVED MAKES**

(For work covered under this Contract)

Sl. No.	Description of Items	Make
1	PVC conduit and accessories	AKG/ BEC/ Supreme
2	Wires	Polycab/ Finolex/ Havells
3	MCCB, MCB, Distribution Board	L&T/ Schneider/ ABB
4	XLPE Aluminum Armored Power Cable	Havells/ Polycab/ Rhino
5	Air Circuit Breaker	L&T/ Schneider/ ABB
6	DWC	Any ISI Mark
7	Jointing Kit/ Termination Kit	3M/ISI Mark

Executive Engineer (Electrical)
AIIMS Bhubaneswar

SIGNATURE OF THE CONTRACTOR

Technical Bid (Eligibility Criteria)

The scanned copies of the following mandatory documents to be uploaded on e-Tendering Portal in the following format.

Sl. No.	Details/ Particulars	Uploaded (Yes/No)	Page No.
(A)	Submitting Earnest Money Deposit.		
(B)	FROM `A to C' duly filled in and signed with stamp.		
(C)	Certificates of Work Experience to be issued by the officer of the rank not below Executive Engineer.		
(D)	Certificate of Registration for GST and acknowledgement, up to date filed return if required		
(E)	Attested Copies of PAN No.		
(F)	Copies of IT return last 3 Years.		
(G)	Copies of Contractor's Valid Electrical License (MV/HT and above). Refer eligibility criteria point no. 6.		
(H)	Copies of ESI Registration (enclose latest challan copy)		
(I)	Copies of EPF Registration. (enclose latest challan copy)		
(J)	The Bidder(s) should have their Registered Office/Branch in Bhubaneswar. If not, an Office should be opened in Bhubaneswar within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Bhubaneswar should be given to EE(Elect.)		
(K)	Declarations to be given by the Tenderer(s) (as per Page 11).		
(L)	Profit/Loss : The bidder should not have incurred any loss (Profit after Tax should be positive) in more than two years during available the last five consecutive balance sheet , duly audited and certified by Chartered Accountant.		
(M)	Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.		
(O)	Affidavit as per Annexure – I		
(P)	<i>Scanned copy of original solvency to be uploaded.</i>		
(Q)	Manufacturers' Authorization Form		
(R)	Manufacturers' Authorization Form for Compatibility Certificate		

AFFIDAVIT

(To be submitted on Rs. 10/- Indian Non-Judicial Stamp Paper & must be notarized)

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 impose any action as per e-Tender Rules.

“I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Agency 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 Performance Guarantee”.

Business Address: -

Name:

(Signature of Bidder with Firm's Seal)

Place: _____

Dated: _____

Annexure – II**FORM OF PERFORMANCE SECURITY (BANK 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 Agency(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/ guarantee from the Agency(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 Agency(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 Agency (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 Agency (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 Agency (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 Agency(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 Agency (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 Agency (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said Agency (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 Agency (s). We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.

8. 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 _____

Format for Agreement**(To be made on Rs 100/- Judicial Stamp Paper)**

This Agreement is made at.....on this.....day of.....2024.

BETWEEN

Executive Director, AIIMS, Bhubaneswar represented through Executive Engineer (Electrical), 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/ELECT/31/2023**) (here in after refer red to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for: **"Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, Aiims Bhubaneswar"** herein after 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.

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 passion 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 participate 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 wilful 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 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 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 been 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) RA bill will be paid based on progress of work after certification of Engineer-in-Charge .
- (b) The 70% payment shall be released after the Pannel is available at site along with the factory test report and the rest 30% shall be released after installation, testing and commissioning of LT Panel at site.
- (c) 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.
- (d) No provision is given for RA bill payment in this contract.
- (e) It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.
- (f) GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.

The Following documents as applicable shall be produced and self-attested photo copy shall be submitted by the Agency during each running bills:

- (i) Delivery Challan of all the material supplied.
 - (ii) Test Certificate of Equipment.
 - (iii) Bank Account details/ e-payment details of the vendor.
 - (iv) Warranty/Guarantee Certificate if applicable.
 - (v) GST return up-to-date Voucher.
 - (vi) Noclaim certificate (Final bill)
- a. The Income Tax as application shall be deducted from the bills unless exempted by the Income Tax Department.
 - b. In case of any failure of / delay in services the penalty shall be invoked as per Clause-2 of GCC of CPWD works-2020, by the as per schedule F.
 - c. All melba/rubbish/waste, garbage etc generated due to any operation and maintenance work, the same shall be disposed of by the Agency to the authorized municipal dumping ground and nothing extra shall paid on this account. In case of non-removal/disposal in the specified period, a compensation of ₹ 1000/- (Rupee One Thousand only) per day shall be recovered from the Agency.
 - d. The Agency shall maintain the installations clean and tidy inside as well as around the installations and buildings. No rags and waste etc. shall be thrown near the building. This shall be deposited in the dustbins provided nearby. If Substation area mention in the scope is found untidy a lump sum amount **(Rs. 1000/- per day)** will be deducted from the Agency's bill.
 - e. If the vendor will not supply the material as per requisition within the stipulated time period mentioned in tender then **Rs 1000/-** per day will be deducted from the Agency's bill.

The other terms and conditions stated below: -

- (a) All the Terms & conditions of the Tender document will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in AIIMS, Bhubaneswar. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Bhubaneswar site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) In case of Non-Compliance with the contract, the Client reserves its right to: -
 - (i) Cancel/Revoke the contract; **and/or**
 - (ii) Impose penalty up to 10% of the total Annual Value of Contract.
- (f) Performance Security of 5% of the Annual Contract Value, whichever is higher in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
- (g) The personnel provided by the Agency will not claim to become the employees of AIIMS, Bhubaneswar and there will be no employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Bhubaneswar.

- (h) There would be no increase in rates payable to the Agency during the Contract Period except any revision by the MoH & FW, Govt. of India.
- (i) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.
- (j) Decision of Client in regard to interpretation of the Terms & Conditions of the Tender shall be final and binding on the Agency.
- (k) The Agency shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of Tax, Interest, Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Bhubaneswar. The Books of Accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
- (l) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Bhubaneswar.
- (m) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment except in respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.
- (n) THIS AGREEMENT will take effect from the _____ day of _____ Month of _____ 2023 (Two Thousand Twenty-three) and shall be valid for 02 (Two) Year.

This day of _____ 2022, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness: -

For and on behalf of the 'AIIMS, Bhubaneswar'

For and on behalf of the 'Agency'

Signature of the Authorized Official
(Name of the Official with Seal)

Signature of the Authorized Official
(Name of the Official with Seal)

By the said _____
_____ (Name)
_____ on behalf of 'Agency'
in presence of Witness _____
Name _____
Address _____

By the said _____
_____ (Name)
_____ on behalf of 'Agency'
in presence of Witness _____
Name _____
Address _____

PROFORMA OF SCHEDULES - F (ELECTRICAL)**SCHEDULE 'A'**

Schedule of quantities : **Attached**

SCHEDULE 'D'

Extra schedule for specific requirements/
document for the work, if any. : **Nil**

SCHEDULE 'E'

Reference to General Conditions of contract : CPWD General Conditions of Contract 2020 (maintenance) modified and amendment up to the last date of submission of tender.

Name of work : **Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, AiiMS Bhubaneswar.**

Estimated cost of work : **Rs. 42,73,896.00**

(i) Earnest money : **Rs. 85,478.00**

(ii) Performance Guarantee : 5% of tendered value.

(iii) Security Deposit : 2.5% of tendered value.

SCHEDULE 'F'**GENERAL RULES & DIRECTIONS:**

Officer inviting tender : **Executive Engineer (Electrical), AiiMS Bhubaneswar on behalf of Executive Director AiiMS Bhubaneswar.**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. : See below

Definitions:

2(v) Engineer-in-Charge : **Superintending Engineer, AiiMS Bhubaneswar (Odisha)**

2(viii) Accepting Authority : **Executive Director, AiiMS Bhubaneswar (Odisha)**

2(x) Percentage on cost of materials and labour to cover all overheads and profits. : **NA**

2(xi) Standard Schedule of Rates : **As per Market Rates**

2(xii) Department : **Engineering Department, AiiMS Bhubaneswar.**

9(ii) Standard CPWD contract Form : **GCC 2023 & CPWD Form-7/8 as modified & corrected up to last date of receipt of Bid/tender.**

CLAUSE 1

(i) Time allowed for submission of Performance

Guarantee, programme chart
(Time and progress) and applicable labour : **15 Days**
Licenses, registration with EPFO,
ESIC and BOCW welfare board or proof of applying
Thereof from the date of issue of letter of acceptance
(ii) Maximum allowable extension with late fee : **15 Days**
@ 0.1% per day of Performance Guarantee
amount beyond the period Provided in (i) above

CLAUSE 2

Authority for fixing compensation under clause 2 : Superintending Engineer / Executive Director,
AIIMS Bhubaneswar.

Clause 2A

Whether Clause 2A shall be applicable : **NA**

CLAUSE 5

Number of days from the date of issue
of letter of acceptance for reckoning : **14 Days**
date of start
Time allowed for execution of work – 365 days.

Authority to decide:

(i) Extension of time : Executive Engineer, AIIMS Bhubaneswar
(ii) Rescheduling of mile stones : Superintending Engineer/ Executive Director,
AIIMS Bhubaneswar
(iii) Shifting of date of start in case
of delay in handing over of site : Superintending Engineer/ Executive Director,
AIIMS Bhubaneswar

PROFORMA OF SCHEDULES**CLAUSE 5**

Schedule of handing over of site

Part	Portion of Site	Description	Time Period for handing over reckoned from date of issue of letter of Intent.
Part A	Portion without any hindrance	All works	14days
Part B	Portions with encumbrances	NA	NA
Part C	Portions dependent on work of other agencies	NA	NA

Applicable clause 5/ Clause 5A : **NA**

CLAUSE 7 A

Whether clause 7A shall be applicable : **NA**

CLAUSE 10A : **As required by Engineer-In-Charge**

CLAUSE 10B (i)

Whether Clause 10 B (i) shall be applicable : **Not Applicable**

CLAUSE 10C

Component of labour expressed as
percent of value of work : **Applicable**

CLAUSE 10CC : **Not Applicable**

Clause 11

Specifications to be followed for

execution of work : **CPWD Specifications General Specifications for Electrical Works - Internal - 2005 with modification up to last date of tender submission.**

CLAUSE 12

Authority to decide deviation up to 1.5 times of tendered amount : **Executive Director, AIIMS Bhubaneswar**

12.2&12.3

Deviation Limit beyond which clauses

12.2 & 12.3 shall apply for building work : As per CPWD Works Manual-2022

12.5

(i) Deviation Limit beyond which clauses

12.2 & 12.3 shall apply for foundation work

(except items mentioned in earth work subhead : As per CPWD Works Manual-2022

in DSR and related items)

(ii) Deviation Limit for items mentioned in earth

work subhead of DSR and related items : As per CPWD Works Manual-2022

CLAUSE 16

Competent Authority for deciding reduced rates. : Superintending Engineer/Executive Director, AIIMS Bhubaneswar

CLAUSE 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site : As required by Engineer -in- Charge

CLAUSE 19 C.....Engineer- in charge

CLAUSE 19 D..... Engineer- in charge

CLAUSE 19 G Engineer- in charge

CLAUSE 19 K Engineer- in charge

CLAUSE 25

Constitution of Dispute Redressal Committee (DRC) : **AIIMS, Bhubaneswar**

CLAUSE 32 : **Applicable**

Requirement of Technical Representative(s) and recovery Rate

SNo	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32(i)	
						Figures	Words
1	Graduate Engineer	Electrical	Principal Technical Representative	2 - years	ONE	Rs. 15,000/- PM	Rupees Fifteen Thousand Per Month each
OR	Diploma Engineer	Electrical	(Project Planning/ Site/ billing Engineer)	5-years	ONE	Rs.15000/- PM.	Rupees Fifteen Thousand Per Month each

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

CLAUSE 38 : **Not Applicable**

Financial Bid

Name of Work: - "Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, AiiMS Bhubaneswar".

NIT No: AIIMS/BBSR/ENGG/ELECT/31/2023

Sr. No	Description of Item	Unit	Qty.	Price/Unit	Amount (in Rs.)	Remarks
1	Supply of 3½ X 185 sq. mm PVC insulated and PVC sheathed / XLPE armoured power cable of 1.1 KV grade.	Mtr	280	₹ 1,200.00	₹ 336,000.00	MR
2	Supply of 3½ X 400 sq. mm PVC insulated and PVC sheathed / XLPE armoured power cable of 1.1 KV grade.	Mtr	280	₹ 2,406.00	₹ 673,680.00	MR
3	Supply, Installation, testing & commissioning of indoor panel. Incommer :- 250 Amp MCCB -01 no. with Indication lamp, CT/PT, Multifunction metre.	Sets	1	₹ 47,076.00	₹ 47,076.00	MR
4	SITC of 250A AL. Busbar	WORK	1	₹ 16,685.00	₹ 16,685.00	MR
5	SUPPLY OF AMF PANEL with Motorized Changeover	No.	1	₹ 2,250,679.00	₹ 2,250,679.00	MR

BOQ OF CHANGEOVER PANEL

A. INCOMER (2000A)

1	4P ACB, 50KA, EDO TYPE, LSIG PROTECTION, MP BASED RELEASE	2000A	2	These items are including in BOQ item no. 5
2	SP MCB, C-CURVE, 10KA FOR METERING & PHASE INDICATION	6A	6	
3	DP MCB, C-CURVE, 10KA FOR CONTROL & UTILITY	6A	4	
4	3PH. DIG. VOLTMETER (96mm X 96mm) CL - 1	230V AC	2	
5	3PH. DIG. AMMETER (96mm X 96mm) CL - 1	230V AC	2	
6	3PH. DIG. ENERGY METER (96mm X 96mm) CL - 1	230V AC	2	
7	TNC SWITCH	25A	2	
8	INDICATION LED LAMP (RED)	230V AC	2	
9	INDICATION LED LAMP (YELLOW)	230V AC	2	
10	INDICATION LED LAMP (BLUE)	230V AC	2	
11	INDICATION LED LAMP (ON) - RED	230V AC	2	
12	INDICATION LED LAMP (OFF) - GREEN	230V AC	2	
13	INDICATION LED LAMP (TRIP) - AMBER	230V AC	2	
14	PANEL COOLING FAN, 8"	230V AC	4	

15	CT (15VA, CL - 1) TAPE WOUND	2000 / 5A	6	
B. CONTROL SECTION				
1	DP MCB, C-CURVE, 10kA FOR TRAFO. I/P	2A	1	These items are including in BOQ item no. 5
2	DP MCB, C-CURVE, 10kA FOR TRAFO. O/P	4A	1	
3	CONTROL TRANSFORMER (500VA)	415 / 230V AC	1	
4	INDICATION LED LAMP (CONTROL ON)	230V AC	1	
C. 2000A OT MOTORIZED CHANGEOVER SWITCH				
1	OT MOTORISED CHANGEOVER SWITCH	2000A	1	These items are including in BOQ item no. 5
2	AUXILIARY CONTACT	6A	2	
3	Basic ATS controller for BASIC ATS CONTROLLER FOR MOTORISED CHANGEOVER	6A	1	
4	DP MCB, C-CURVE, 10kA FOR CONTROL	6A	1	
5	INDICATION LED LAMP (ON) - RED	230V AC	2	
D. 630A OUTGOING FEEDER				
1	4P MCCB, 50KA, E/F & O/L MP BASED	630A	1	These items are including in BOQ item no. 5
2	EXTENDED ROM		1	
3	EXTENDED SPREADER TERMINALS		1	
4	AUX. + TRIP ALARM CONTACTS		1	
5	SP MCB, C-CURVE, 10kA FOR METERING	6A	3	
6	DP MCB, C-CURVE, 10kA FOR CONTROL	6A	1	
7	3PH. DIG. AMMETER (96mm X 96mm) CL - 1	230V AC	1	
8	3PH. DIG. ENERGY METER (96mm X 96mm) CL - 1	230V AC	1	
9	INDICATION LED LAMP (ON) - RED	230V AC	1	
10	INDICATION LED LAMP (OFF) - GREEN	230V AC	1	
11	INDICATION LED LAMP (TRIP) - AMBER	230V AC	1	
12	CT (5VA, CL - 1) TAPE WOUND	630/ 5A	3	
E. 400A OUTGOING FEEDER				

1	4P MCCB, 50KA, E/F & O/L MP BASED	400A	4	These items are including in BOQ item no. 5
2	EXTENDED ROM		4	
3	EXTENDED SPREADER TERMINALS		4	
4	AUX. + TRIP ALARM CONTACTS		4	
5	SP MCB, C-CURVE, 10KA FOR METERING	6A	12	
6	DP MCB, C-CURVE, 10KA FOR CONTROL	6A	4	
7	3PH. DIG. AMMETER (96mm X 96mm) CL - 1	230V AC	4	
8	3PH. DIG. ENERGY METER (96mm X 96mm) CL - 1	230V AC	4	
9	INDICATION LED LAMP (ON) - RED	230V AC	4	
10	INDICATION LED LAMP (OFF) - GREEN	230V AC	4	
11	INDICATION LED LAMP (TRIP) - AMBER	230V AC	4	
12	CT (5VA, CL - 1) TAPE WOUND	630/ 5A	12	

F. INCOMER (2000A)

1	4P ACB, 50KA, EDO TYPE, LSIG PROTECTION, MP BASED RELEASE	2000A	1	These items are including in BOQ item no. 5
2	SP MCB, C-CURVE, 10KA FOR METERING & PHASE INDICATION	6A	3	
3	DP MCB, C-CURVE, 10KA FOR CONTROL & UTILITY	6A	2	
4	3PH. DIG. VOLTMETER (96mm X 96mm) CL - 1	230V AC	1	
5	3PH. DIG. AMMETER (96mm X 96mm) CL - 1	230V AC	1	
6	3PH. DIG. ENERGY METER (96mm X 96mm) CL - 1	230V AC	1	
7	TNC SWITCH	25A	1	
8	INDICATION LED LAMP (RED)	230V AC	1	
9	INDICATION LED LAMP (YELLOW)	230V AC	1	
10	INDICATION LED LAMP (BLUE)	230V AC	1	
11	INDICATION LED LAMP (ON) - RED	230V AC	1	
12	INDICATION LED LAMP (OFF) - GREEN	230V AC	1	
13	INDICATION LED LAMP (TRIP) - AMBER	230V AC	1	

14	PANEL COOLING FAN, 8"	230V AC	2
15	CT (15VA, CL - 1) TAPE WOUND	2000 / 5A	3

B. Supply & Laying of Cable

6	Supplying and laying of following size DWC HDPE pipe ISI marked along with all accessories like socket, bend, couplers etc. conforming to IS 14930, Part II complete with fitting and cutting, jointing etc. direct in ground (75 cm below ground level) including excavation and refilling the trench but excluding sand cushioning and protective covering etc., complete as required.. If Required	Mtr	50	₹ 517.00	₹ 25,850.00	DSR-2022 (ELECTRIC AL) 14.16.4
(i)	160 mm dia (OD-160 mm & ID-135 mm nominal)					
7	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. 15.2.1 Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix) If Required	cum	14	₹ 2,434.25	₹ 34,080.00	DSR-2023 (CIVIL) 15.2.1
8	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources) If Required	cum	14	₹ 9,045.75	₹ 126,641.00	DSR-2023 (CIVIL) 5.1.2
9	Laying of one number additional PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of 185 sq mm direct in ground in the same trench in one tier horizontal formation including excavation and refilling the trench etc as required, but excluding sand cushioning and protective covering.	Mtr	210	₹ 173.00	₹ 36,330.00	DSR-2022 (ELECTRIC AL) 7.4.3
10	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of 185 sq mm in the existing RCC/ HUME/ METAL pipe as required..	Mtr	50	₹ 83.00	₹ 4,150.00	DSR-2022 (ELECTRIC AL) 7.5.3
11	Laying of one number additional PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of 400 sq mm direct in ground in the same trench in one tier horizontal formation including excavation and refilling the trench etc as required, but excluding sand cushioning and protective covering.	Mtr	280	₹ 229.00	₹ 64,120.00	DSR-2022 (ELECTRIC AL) 7.4.4

C. Erection & Installation of Electrical Panel

12	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. 15.2.1 Nominal	Cum	15	₹ 2,434.25	₹ 36,514.00	DSR-2023 (CIVIL) 15.2.1
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	concrete 1:3:6 or richer mix (i/c equivalent design mix) If Required					
13	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.	Kg	720	₹ 107.85	₹ 77,652.00	DSR-2023 (CIVIL) 5.22A.6
(i)	Thermo-Mechanically Treated bars of grade Fe-500D or more.					
14	Centering and shuttering including strutting, propping etc. and removal of form for	Sqm	32	₹ 392.15	₹ 12,549.00	DSR-2023 (CIVIL) 5.9.1
(i)	Foundations, footings, bases of columns, etc. for mass concrete					
15	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources) If Required	Cum	9	₹ 9,045.75	₹ 81,412.00	DSR-2023 (CIVIL) 5.1.2
D. Joint & End Termination						
16	Supplying and making straight through joint with heat shrinkable kit including ferrules and other jointing materials for 3½ X 185 sq. mm PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.	Each	2	₹ 4,874.00	₹ 9,748.00	DSR-2022 (ELECTRIC AL) 9.4.24
17	Supplying and making end termination with brass compression gland and aluminium lugs for 3½ X 185 sq. mm (57mm) of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.	Each	5	₹ 940.00	₹ 4,700.00	DSR-2022 (ELECTRIC AL) 9.1.27
18	Supplying and making end termination with brass compression gland and aluminium lugs for 3½ X 400 sq. mm (82mm) of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.	Each	16	₹ 1,671.00	₹ 26,736.00	DSR-2022 (ELECTRIC AL) 9.1.31
E. Commissioning of Electrical Panel						
19	RETRO FITTING WORK WITH 2000A 4P EDO ACB	No.	1	₹ 409,294.00	₹ 409,294.00	LMR
Total					₹ 42,73,896.00	

PERFORMA FOR QUOTING RATES

Name of Work:- “Supply, Installation, Testing And Commissioning Of New Change Over LT Panel For Pump House, Dharmasala And Multi Utility Building At Hospital Complex, Aiiims Bhubaneswar”.	
e-NIT No: AIIMS/BBSR/ENGG/ELECT/31/2023	
Total Estimated Amount (including GST) in Rs. - ₹ 42,73,896.00	
Name of Contactor -	
Total Estimated Amount of SITC (including of GST) in Rs.	₹ 42,73,896.00
Percentage above/at par/below the total estimated cost	
% in words	
Total Amount (Rs.)	

(Rupees _____ only)

Note: -

1. 'L-1' will be decided on composite basis be on basis of total of Part 'A' & 'B'.
2. **MR = To be read as Market Rate.**
3. The Bidder must submit Financial Bid in On-Line Mode.
4. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
5. No other charges would be payable by the Institute
6. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
7. Agency 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 Agency. The Agency has to use material of that approved sample only. No claim in this regard shall be entertained.
8. In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for another make.
9. The quoted should be inclusive of GST as applicable.
10. The rate quoted by the contractor for the manpower component should be as per the payment of minimum wages act of Central Govt. the bid will be not 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, Govt. of India.

I, the contractor certify that I am filling this template after understanding all the items of schedule of Quantity of e-NIT page no.-----

Name : _____

Business Address: _____

Signature of the Bidder: -

Date : _____

Place : Bhubaneswar

Seal of the Bidder _____

E-TENDERING INSTRUCTIONS TO BIDDERS

General. The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS BHUBANESWAR has decided to use the portal <http://eprocure.gov.in/AIIMSBBBSR> website.

Instructions.

1. **Tender Bidding Methodology.** Two Stage Online Bidding.
2. **Broad outline of activities from Bidders prospective:**
 - (a) Procure a Class III Digital Signature Certificate (DSC).
 - (b) Register on the e-Procurement portal <http://eprocure.gov.in/AIIMSBBBSR> website.
 - (c) Create Users on the above portal.
 - (d) View Notice Inviting Tender (NIT) on the above portal.
 - (e) Download Official Copy of Tender Documents from the above portal.
 - (f) Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, Bhubaneswar.
 - (g) Bid-Submission on the above portal.
 - (h) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
 - (j) Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS, Bhubaneswar's Post-TOE queries.
 - (k) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. **Digital Certificates.** For integrity of data and authenticity / non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
4. **Registration.** To use the Electronic Tender portal <http://eprocure.gov.in/AIIMSBBBSR> website, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note. : After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/ activated.

- (a) The Bidder must ensure that after following above, the status of bid submission must become - "Submitted".

(b) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

(c) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

(d) The Financial part/BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

5. Bid submission. The entire bid-submission would be online on the Tender wizard portal i.e. <https://eprocure.gov.in/AIIMS>, Bhubaneswar.

6. Broad outline of submissions are as follows: -

- (a) Submission of Bid Parts (Technical & Financial).
- (b) Submission of information pertaining to Bid Security/ EMD.
- (c) Submission of signed copy of Tender Documents/Addendums.

7. The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

8. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule (Section VII) for both packages are to be uploaded. If required, additional documents in support of taxes, quoted duties etc may also be uploaded.

9. Tender Processing Fee. As per applicable.

10. Public Online Tender Opening Event (TOE). The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note. *In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the*

bidders face a problem during critical events, and this is brought to the notice of AIIMSBBSR by the bidders in time, then AIIMS, Bhubaneswar will promptly reschedule the affected event(s).

9. Other Instructions. For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note. : *It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.*

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to :-

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.)
5. While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.
6. For any further Assistance <http://eprocure.gov.in/AIIMSBBSR> website for E-tendering queries contact representative NIC helpdesk.