

Notice Inviting e-Tender

For

Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR

File No. AIIMS/BBSR /ENGG /ACR-2023/NICU/04



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

NIT No. : **AIIMS/BBSR/ENGG/ACR-2023/NIT/31**
Estimated Cost : **₹ 5,31,000/- (Rupees Five Lakhs Thirty-one thousand only)**
Contract Period : **(60) Days (From the date of commencement of work)**

“Certified that, this tender document contains **33** pages only”.

Executive Engineer (AC & R)
AIIMS, Bhubaneswar

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

Name of Work	:	Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.		
NIT No.	:	AIIMS/BBSR/ENGG/ACR/NIT/31		
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ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR

NOTICE INVITING e-TENDER

The Executive Engineer(AC&R) on behalf of Executive Director, AIIMS Bhubaneswar, invites e-Bids in Two Bid System (i.e. Technical Bid and Financial Bid) from eligible Manufacturers /Companies / Firms / Authorized Agents / Distributors/ Dealers through online E-procurement solution portal of AIIMS Bhubaneswar (<https://www.eprocure.gov.in/AIIMSBBSR>) as per terms and conditions contained in this document for satisfactory performance for **“Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR”** as per the Specifications mentioned in Technical Bid. 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.

(a)	Name of Work	Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.
(b)	Tender No.	AIIMS/BBSR/ENGG/ACR/NIT/31
(c)	Estimated Cost	₹ 5,31,000/- (₹ Five Lakhs Thirty-one Thousand only.)
(d)	EMD	2 % estimated cost (Rs.10,620/-).
(e)	Performance Security (Bank Guarantee)	5 % of Tendered Cost.
(f)	Security Deposit	2.5 % of the Final Value.
(g)	Tender documents will be Issued From	Download from Institute Website. i.e. www.aiimsbhubaneswar.nic.in /www.eprocure.gov.in .
(h)	Last Date, Time & Place of Submission	By 08/02/2024 at 14:00 Hours through online.
(i)	Date, Time for opening of Tender	On 09/02/2024 at 15:30 Hours.
(j)	Time and date of opening of Online Financial Bids	To be intimated later on.
(k)	Period during which hard copies of EMD (in Original), Registration Certificates, Undertaking and other Documents to be submitted to Executive Engineer (AC & R), Room No-122, 1 st floor, Academic Building, AIIMS, Bhubaneswar by the Bidders for reference. However, the Eligibility will be considered as per uploaded documents.	To be submitted on same Days i.e. on 09/02/2024 i.e. by 14:00 Hours . In case the last day happens to be closed holidays, these Documents shall be submitted on the next working day failing which technical Bid may not be considered for Evaluation.

The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://eprocure.gov.in/eprocure/app> or www.aiimsbhubaneswar.nic.in free of cost.

For e-Tendering of this Tender, kindly visit website <https://eprocure.gov.in/eprocure/app> .

E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>

For E-tendering Queries contact CPPP Help Desk.

The intending bidders must have valid class-III digital signature to submit the bid.

Executive Engineer (AC & R)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
2. The Bidder is expected to examine all Instructions, Terms and conditions, forms, and specifications in the bidding document. The bid should be complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.
3. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
4. Financial bids shall be opened online only for bidders for whom all the necessary 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.
5. The bid can be submitted through CPP portal and uploading the mandatory scanned documents as specified within the period of bid submission.
6. Copies of eligibility documents as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
7. Contractor must ensure to quote the percentage rate in Performa of quoting rates. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).
However, if a tenderer does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender or each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
8. GST on all materials as well as GST on Work Contract etc., or any other taxes applicable in respect of this contract shall be payable by the Contractor. Percentage rate quoted by him shall be inclusive of such taxes, levies etc and Government will not entertain any claim for reimbursement whatsoever in respect of the same. The percentage rates of the contract shall be inclusive of all taxes and levies and nothing extra shall be paid. Further the percentage rate quoted by the contractor shall be inclusive of labor welfare cess, water charges (if applicable), electricity charges (if applicable) and the same shall be recovered from the contractors' bills and will be remitted by the department.
9. ***The Bidders shall have to submit self-certified copies of all the scanned and uploaded documents on or before the day of opening of tender in the office of Tender Opening Authority. List of mandatory Eligibility Documents to be scanned and uploaded within the period of bid submission:***
 - (a) Demand Draft/BG/FDR of any scheduled Bank against EMD in favour of AIIMS, Bhubaneswar.
 - (b) Declarations to be given by the Tenderers (Annexure 'A')
 - (c) Detailed Information of Bidder (Annexure 'B') and details of work completed during last 07 (seven) years (Annexure 'C') signed by the Bidder.
 - (d) Certificate of Registration for GST and acknowledgement, up to date filed return if required.
 - (e) Copies of PAN Sheets
 - (f) Copies of Balance Sheets
 - (g) Copies of ESI Registration.
 - (h) Copies of EPF Registration. (Latest submitted challan copy)
 - (i) Notarized Affidavit at Annexure-D and Annexure-E to be given by Tenderers.
 - (j) Signed (in all pages) e-NIT document.

Failing to upload documents in online (from a to j) will be straight away rejected. Hard Copies of all tender documents (from a to j) with signature/seal of agency/contractor should reach EE (AC&R), AIIMS, Bhubaneswar office before last date of hard copy submission. Any postal delay will not be attributed to AIIMS, BBSR.

10. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
11. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
12. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
13. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid and.
14. **FRAUD AND CORRUPTION:**
- 14.1 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.
- 14.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 14.3 The Contractor shall be debarred for any period of time as decided by the AIIMS, Bhubaneswar Authority for the following reason-
 - (i) If the contractors submit false experience/completion certificates, **(refer under Eligibility Criteria)**. The department reserves the right to verify the particulars furnished by the applicant independently.
 - (ii) If the contractor fails to commence the work on or before the scheduled date stated in the work order.
 - (iii) Violates any important condition of contract.

Executive Engineer (AC & R)
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.tenderwizard.com/ 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 contractor on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, than I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Superintending Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".

Date : _____**Signature of the Tenderer** _____

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	
Complete Address and Telephone Number	
Name of Proprietor/Partner/Managing Director/Director	
Phone Number	
Mobile Number	
e-Mail ID	
Name and address of service centre nearby Bhubaneswar	
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	
PAN Number (enclose the attested copy of PAN Card)	
Service Tax Number. (enclose the attested copy of Certificate)	
GST Number (enclose the attested copy of 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

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

(I.e. FOR THE YEAR ENDING MAR 2023)

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

(Authorized Signature of the Bidder with Seal)

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

AFFIDAVIT

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

Percentage Rate Tender / Item Rate Tender & Contract for Works

E-Tender for the work of: Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.

To be submitted online by:

- (a) Time and date of online Opening of Technical Bids. : 09/02/2024 (15:30 Hours).
- (b) Time and date of opening of Online Financial Bids. : **To be intimated later through website.**

T E N D E R

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

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

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

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

Dated: * _____

Signature of Contractor(s)
with full Postal Address

Witness: *

Address: *

(* To be filled in by the Contractor.)

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

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

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

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may 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 contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee".

Business Address: -

Name:

(Signature of Bidder with Firm's Seal)

Place: _____

Dated: _____

GENERAL RULES & DIRECTIONS AND GENERAL CONDITIONS

Executive Engineer (AC& R), AIIMS, Bhubaneswar on behalf of Director, AIIMS, Bhubaneswar invites Item Rate Tender **[in Two Bid system (Technical & Financial)]** from Manufactures/ Authorized firm/ experienced registered contractor/ reputed firms for the work of similar nature in Central Government, State Government, PSU, Autonomous Body having successfully completed works of similar nature as per eligibility criteria.

1. **Name of Work:** Tender for “**Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR**”
2. The work is estimated to cost of ₹ 5,31,000/- (**Rupees Five Lakhs Thirty-one thousand only**). The estimate, however, is given merely as a rough guide.
3. Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. The similar work means “**SITC of HVAC Machineries & Refrigeration Accessories/ VRF/Dx System of Centralized Air conditioning including Air Ventilation System**” (Copy of WO(s) & respective completion certificate(s) must be furnished by the bidder in Tech Bid in support of eligibility)
4. **Eligibility Criteria.** Indenting Bidder, who fulfil following requirement shall be eligible to apply: -
 - (a) Three (03) similar completed works each of value **not less than 40%** (i.e. for ₹ 2,12,400/-) of estimated cost put to tender or Two (02) similar completed works each of value **not less than 60%** (i.e. for ₹ 3,18,600/-) of estimated cost put to tender or one (01) similar completed work of value **not less than 80%** (i.e. for ₹ 4,24,800/-) of estimated cost put to tender in last 07 (Seven) Years ending **30th November 2023**.
 - (b) The Bidder should have registration up to date with **Employee Provident Fund (EPF) Commissioner** and **Employee State Insurance (ESI) Corporation**.
 - (c) 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.
 - (d) The experience of similar work should be from Central Govt., State Govt., PSU, Autonomous Body, Govt. Hospitals etc.
 - (e) 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.
 - (f) The bid document consisting of plans, specifications, the schedule of quantities of the various type of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents.
 - (g) Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.
 - (h) **Average Annual Financial**, the turnover during the last 3 years, ending **31st March 2023** should be at least 30% of the estimated cost. (**i.e. ₹ 1,59,300/-**)
5. **Preparation & Submission of Tender through Online.** The Tender should be submitted in **02 (Two) parts i.e. Technical Bid and Financial Bid** Respectively. The Technical Bid should be sent by the Bidder through online as “Technical Bid” for “**Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR**”

6. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **2%** of Estimate Cost (**₹ 12,620/-**). (Rupees Twelve Thousand Six Hundred Twenty only) by way of Demand Drafts, Bankers Cheque/BG or Fixed Deposit Receipt of a Scheduled Bank only. **Scanned Copy of the EMD must be uploaded/attached** with the Technical Bid. The EMD of the successful Bidder shall be returned after the successful submission of Bank Guarantee/Security Deposit and for unsuccessful bidder(s) it would be returned after Award of the Contract. Bid(s) received without Demand Drafts of EMD will be rejected.
 - i) As per SOP No.5/1 & Clause No.6 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 and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting earnest money deposit (EMD).
 - iii) Other Firms, registered with MSME / NSIC with valid certificate duly issued by GOI are also exempted for submitting EMD. No other type of certificate is acceptable.
 - iv) The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender
7. **Performance Bank Guarantee.** The successful contractor will be required to furnish a Performance guarantee of **5%** (Five Percent) of Contract Value after receiving notification of award in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank (as per clause-v) 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. **PBG will be released after full and final settlement of Bill, without any interest.** In case the contractor fails to deposit the said Performance Guarantee within the period including the extension period if any, EMD will be forfeited automatically without any notice.
8. The security deposit which is 2.5% of the final amount can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of the contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including the Warranty/Guarantee period) under the contract.
9. 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.
10. The Tender paper/documents can be seen/downloaded from Official website & submitted through online. For any query, Executive Engineer (AC& R), Phone: 9437317123, AIIMS, Bhubaneswar, may be contacted.
11. The 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.
12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
13. The 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.
14. The contractor shall not be permitted to bid for works in the AIIMS, Bhubaneswar responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also

- intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Bhubaneswar. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
15. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
 16. Bidders are strongly advised to inspect and assess the site conditions and its surroundings at their own cost and satisfy themselves before submitting their bids. The prospective bidders are advised to depute their technical experts with authorization letter to visit, assess and examine the conditions, requirements, nature & quantum of work which may be necessary for the purpose of bidding and submit a realistic offer for the successful execution of the work. In general, they 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/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
 17. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on AIIMS, BBSR. Price quoted by the bidder shall include maintenance of the equipment for trouble-free performance during the period of contract.
 18. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
 19. This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 20.
 - (a) **Security Deposit equal to 2.5% of the final Value will be deducted from the Bills of the Contractor**
 - (b) **The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.**
 - (c) **The quoted Rates shall be inclusive of GST.**
 - (d) **Labour CESS @ 01% will be deducted from the Bill.**
 - (e) **Water charge @ 01% will be deducted from the bill (If use of Water from AIIMS, Bhubaneswar)**
 - (f) **Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).**
 21. *All the work shall be completed within 02(Two) Month from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the Rate of 01% per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of the contractor (as per GCC – 2020) shall be levied subject to maximum of 10% of the accepted tendered valued of the work.*
 22. **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.
23. The Bidder shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar for whatever reason. The Bidder shall also be responsible for the insurance of its personnel. The Bidder shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications: -
- a. The Payment of Wages Act 1936.
 - b. The Employees Provident Fund & MP Act, 1952.
 - c. The Contract Labour (Regulation) Act, 1970.
 - d. The Payment of Bonus Act, 1965.
 - e. The Payment of Gratuity Act, 1972.
 - f. The Employees State Insurance Act, 1948.
 - g. The Employment of Children Act, 1938.
 - h. The Motor Vehicle Act, 1988.
 - i. Minimum Wages Act, 1948.
24. **Breach of Terms and Conditions.** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract or 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.
25. **Termination of Contract.** AIIMS, Bhubaneswar would have the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Bhubaneswar rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated. The decision of AIIMS, Bhubaneswar's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Bhubaneswar shall have the right to engage any other tenderer to carry out the task.
26. **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.
27. **Dispute Settlement.** It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the

same shall be referred to the sole Arbitrator appointed by the Executive Director AIIMS Bhubaneswar, whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

28. The Lowest Bidder will be decided as per the Commutation Rates quoted by the Bidder for individual item.
29. Payment will be made on quarterly basis after due Certification of the Bills by the Representative of Engineer-in-Charge.
30. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.
31. All necessary tools related to the work and stock material like ladders, jet pump, vacuum pump, hose pipe, Ref. gas, compressor, condenser, capacitor, fan motor, PCBs of different make like Hitachi, Voltas and Carrier etc. must available at site within the seven days from the issue of work order.
32. Vendor shall submit the following documents after execution of given work:
 - (a). Work Completion Certificate (with final Bill)
 - (b). Testing & Commissioning Certificate (if applicable)
 - (c). Material Test Certificate (if applicable)
 - (d). Warranty/ Guarantee Certificate (if applicable)
 - (e). Colour Photos for executed work on glossary paper
 - (f). Non-Objection Certificate (NOC) regarding work (with final Bill)
 - (g). GST return up to date Voucher
 - (h). Bank Account Details
 - (i). Certificate for engagement of Technical Staff
 - (j) Stock Register and Material Consumed details duly signed by the concerned JEs.
 - (k) EPF & ESI challan copy of Manpower.
 - (l) Any other documents to be required as per CPWD norms.

33. Defect Liability Period:

The DLP for this work is 12 months. During this period the agency is responsible for rectifying any defects or faults that may arise without any extra cost.

**Executive Engineer (AC & R)
AIIMS Bhubaneswar**

SPECIAL CONDITIONS OF CONTRACT

Name of Work : **Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.**

1. **Discrepancy between Specifications.** In case of discrepancy in the specifications or any other matter, the matter shall be brought by the contractor to the notice of the Engineer-in-Charge for further decision.
2. **Contractor to employ Qualified Supervisor.** The contractor shall employ Skilled Engineer/Supervisor to supervise and execute the work.
3. **Inconvenience to the Public.** The Contractor shall not deposit or store any materials at any site without permission of the Engineer in charge. The materials will be stored at such places only with prior approval of the Engineer in charge as there is no obstruction in Traffic or other Agencies.
4. **The provision against Accident & Safety Measures.**
 - (a) The Contractor will take all necessary precautions against a Fire during the course of his work and will ensure the work against Fire at his own cost.
 - (b) He will also take all care against likely damage of Floor, Walls, Doors, Windows or any part of the Building. In case of any damage or loss, the contractor has to make good at his own cost.
5. **Specifications.** The work shall be carried out as per CPWD Specifications Volume I & II 2019 with up to date correction slips. The contractor should be well aware of these specifications before quoting the rates in Financial Bid for the subject tender. In the absence of specifications for any work or material, relevant Indian Standard (ISI) Specification shall be applicable.
6. **Cleaning the Site.** The site described and shown on the plans, shall be cleared off all the rubbish of all kinds etc. complete. After completion of the work and the site shall be handed over in neat and clean condition.
7. **Secrecy.** In a view to safeguard the Secrets & Confidential information relating to All India Institute of Medical Science, Bhubaneswar, the Tenderer binds himself and his successors to secrecy & contracts to bind to secrecy of his Officials, Managers, Technical Senior Staff & all other staff directly or indirectly concerned in or whom have to acquire information relation to the AIIMS, Bhubaneswar equipment and the Tenderer shall access to any such information.
8. **Security Rules.** The Contractor shall follow at Site Security rules regarding removal of materials from site, issue of materials from site, issue of materials from stores, issue of Identity Card etc., as may be framed from time to time by the Engineer. It is to note that the Security Section is empowered to carry out the checks.
9. **Care in case of occupied buildings.** Tenderer may also note that when the subject work is to be carried out in the premises of occupied residential and other buildings which are already under occupation, all care shall be taken to protect personal and/or Government materials fixtures, appliances, equipment's etc. In case of any damage to any of the existing arrangements, contractor is liable to do such work to its original and/or shall be liable to pay the cost of such damages/losses. The work shall be carried in close co-ordination with occupants of these buildings without any hindrance and interruption.
10. **Supply of Tools, Tackles & other materials.** For full completion of the work, Contractor shall at his own expense arrange and furnish all necessary work tools, tackles, scaffolding, tagaries, mugs, scrappers, wire brushes etc., that may be required to complete the work under contract.
11. **Inspection of Work.** Engineer or any person appointed by them shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner and/or Engineer in charge and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, all such assistance shall not relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves faulty.
12. **Wastage.** The contractor should note that wastage of any items shall not be paid extra. The items shall be paid based on the executed work at site. All coefficients shall be as per relevant IS code.

13. Contractor shall take all precautionary measures to avoid any damages to adjoining property. All necessary arrangement shall be made at his own cost.
14. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.
15. Normally, Contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site condition/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations, the Contractor shall make available to the department in proper means of transport such as vehicle at his own cost.
16. The contractor shall be responsible for the procurement of all the materials required to complete the work.
17. The contractor shall be deemed to have examined the Contract documents, to have generally obtained his information in all matters whatsoever that might affect the carrying out the works at the quoted rates and to have satisfied himself to the sufficiency of the tender. Any error in description or quantity or any other aspect in quoted rates or omission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract as per drawing and specification at the scheduled rates. He is deemed as an experienced contractor to know the scope, nature and magnitude of works and the requirements of material and labour and the type of work involved, etc. and as to what all work he has to complete in accordance with contract document whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the site and its surroundings to have satisfied himself as to the nature of all existing structures, if any and also to the nature and means of transport and communication to have access to and regress from the site.
18. All materials issued in the works shall be subjected to inspection and tests if required by Engineer in charge. Samples required for approval and testing must be supplied with sufficient time allowed for testing and approval. Materials shall be tested on site if required by Engineer in Charge and they may be rejected if found not suitable or not in accordance with the specification or Test certificate or any approval given earlier. The contractor shall carry out necessary test as per the direction of Engineer in charge in approved NABL/ Govt. laboratories. **The expenses towards all such tests are to be borne by the contractor at his own cost.** Tests shall be conducted as per relevant Indian Standard Specifications.
19. All manufacturer's certificates of tests showing that the material have been tested in accordance with the requirement of the appropriate Indian standard, other relevant specification are to be supplied free of charge.
20. All Electrical Connections/Wirings etc. (if required) for the work shall have to be taken from the nearest source with prior permission from Executive Engineer (Electrical). All expenses on this account shall be borne by the contractor. The electrical expenses shall be charged based on the meter reading. If connection is taken directly without installation of meter, then then amount as per the usage of electrical equipment shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).
21. Water if available may be supplied to the contractor by the department subject to the following conditions: -
(i) The water charges @ 1 % of the gross bill amount shall be recovered on gross amount of the work done if it is taken departmentally.
(ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply at his own cost.
(iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.
22. The contractor shall engage necessary staffs/ technical person as per Clause 36(i) of Schedule 'F' as per this tender document. The name, qualification and technical experience of the contractor representative shall be submitted to the Engineer in charge before start of the work. Violation of this clause will lead to non-compliance and recovery will be made as per Clause 36(i) of Schedule 'F'.
23. Required safety measures is to be adopted before starting chipping/scaffolding works so that any inconvenience may not be faced.

Executive Engineer (AC&R)
AIIMS, Bhubaneswar

Technical specification

1. Underdeck insulation:

The scope of this section covers the supply and fixing of insulation under the ceilings. The material to be used for insulation purpose must be Electrometric Nitrile Rubber Insulation as specified. Underdeck insulation must be of 50mm thickness of mat finish closed cell Nitrile rubber (Class "O").

Before applying the adhesive ceiling must be in the dry condition.

The joints must be sealed with 50 mm wide and 3 mm thick self-adhesive nitrile rubber tape after applying suitable adhesive for Nitrile rubber. All joints must be cross tied with Aluminum washer and GI wire.

2. LIST OF APPROVED MAKE OF MATERIALS

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Engineer-in-Charge are listed below. However, approved equivalent material and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market but only after approval of the alternate brand by the Engineer-in-Charge.

Sl. No	Matetrials	Approved Make
1	Underdeck insulation. (O class, 50 mm thickness)	Armacell, K flex, Supreme or equivalent
2	GI sheet	Sail, Tata, JSW, Bhushan, Jindal or equivalent.

Executive Engineer (AC&R)
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Technical Bid (Eligibility Criteria)

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

S.No.	Details/Particulars	Uploaded (Yes/No)	Page No.
(A)	Performa For Earnest Money Deposit Declaration		
(B)	Annexures `A to E' duly filled in and signed with stamp.		
(C)	Certificates of Work Experience & Completion Certificate of Similar Work from Client not below the Rank of Executive Engineer or equivalent, as mentioned in Eligibility Criteria.		
(D)	Certificate of Registration for GST and acknowledgement, up to date filed return if required.		
(E)	Copies of PAN Sheets		
(F)	Copies of Balance Sheets		
(G)	Copies of ESI Registration		
(H)	Copies of EPF Registration. (Latest submitted challan copy)		
(I)	Declarations to be given by the Tenderers		
(J)	Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.		

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

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

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

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

3. I/We the said bank undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

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

(s) accordingly discharges this guarantee.

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

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

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 _____

(Indicate the name of Bank)

AGREEMENT (Specimen)_

(To be Submitted on Non Judicial Stamp Paper of Rs 100/- or above)

This Agreement is made at **Bhubaneswar** on this (day) of (Month) **2024**.

BETWEEN

Executive Director, AIIMS, Bhubaneswar represented through Executive Engineer (AC&R), 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/ACR-2023/NIT/31**) (herein after referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.**" hereinafter referred to as the "**Contract**".

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

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

The Tendered Value which has been accepted by Competent Authority for "**Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.**"

" is Rs _____/- (Rupees _____ only).

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

Article - 1 : Commitment of the Principal/Owner.

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

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

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender processor the Contract execution.

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

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

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

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

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

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

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

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

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

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

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

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

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat

or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article - 3 : Consequences of Breach.

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

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

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

1. **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: Term & Conditions of Payment.

- a. 100% payment will be released after due certification of Final Bill by Engineering-in-charge or his representative after completion of work. RA bill will be released on request basis.
- b. Security Deposit 2.5% will be deducted from the bills of the Contractor.
- c. The Income Tax as application shall be deducted from the bills unless exempted by the Income Tax Department.
- e. Labour CESS @ 01% will be deducted from the Bill.
- f. If water is used from the AIIMS, Bhubaneswar, then water charges will be deducted @1% of the bill amount.
- f. Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).
- g. All the work shall be completed within **02(Two) Months** from the date of issue of work Order by the Institute from Date-___to Date-___. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the Rate of 01% per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of the contractor (as per GCC – 2020) shall be levied subject to maximum of 10% of the accepted tendered valued of the work.
- h. It will be mandatory for the bidders to indicate their bank account number and over relevant e-payment details so that payment could be made through RTGS/Other mechanism.
- i. GST and other taxes as applicable shall be recovered/paid from the contractor's bill as per Govt. of India/AIIMS Rules.

Article - 8 : 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 made.
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 intentions.
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 - 9 : 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.

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

.....

(Signature, Name and address)

.....

(Signature, Name and address)

Dated :

Place : Bhubaneswar

Dated :

Place : Bhubaneswar

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

SCHEDULE 'A'

Schedule of quantities: - (ENCLOSED)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

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

SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

SCHEDULE 'D'

Additional Condition and specifications: Enclosed.

SCHEDULE 'E'

(Reference to General conditions of Contract.)

Name of Work : **Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR..**

Estimated Cost of Work: **Rs 5,31,000/-**

- (a) Earnest Money = **2% of Estimated cost (i.e. Rs 10,620/-)**
- (b) Security Deposit = **2.5% of Billed value**
- (c) Performance Guarantee = **05% of Contract Value**

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer Inviting Tender :- **Executive Engineer (AC&R), AIIMS, Bhubaneswar**

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

in accordance with Clause -12.2 &12.3

=

See below

Definitions

2 (v)	Engineer-in-Charge	Superintending Engineer, AIIMS, Bhubaneswar
2(viii)	Accepting Authority	Executive Director AIIMS, Bhubaneswar
2(x)	Percentage on cost of materials and labor to cover all over heads and profit	15%
2(xi)	Standard Schedule of Rates	Central Public Works Department Schedule of Rates - 2021 at Delhi with up to date correction slips
9(ii)	Standard AIIMS Contract Form	GCC for CPWD Works - 2020 as amended and up to and including correction slip

Clause – 1.

- (i) Time allowed for submission of Performance guarantee, Program Chart (Time & Progress) and applicable Labour Licenses, Registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance : 07 Days
- (ii) Maximum allowable Extension with late fee @ 0.1% of Performance guarantee amount beyond the period provided in (i) above. : 01 to 15 days.

Clause – 2.

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

Clause – 2A.

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

Clause – 5.

Time allowed for execution of work : **02(Two) Months**

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

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

Clause – 6.

Computerized Measurement book : **Yes**

Clause – 7.

Payment on intermediate certificate to be regarded as Advances : **No**

Clause – 7A.

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

Clause – 10B(ii).

Whether Clause 10B(ii) shall be applicable	: No.
Clause – 10C.	: Not applicable.
Clause – 10CA.	: Not applicable.
Clause – 11. Specification to be followed for Execution of work as on the date of opening of the tender.	: CPWD Specifications Volume I & II 2019 with up to date correction slips
Clause – 12. 12.2 & 12.3 Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not be applicable	: 50% (Fifty Percent)
Clause – 16. Competent Authority for deciding reduced rates	: Superintending Engineer AIIMS, Bhubaneswar
Clause – 25. Settlement of dispute & Arbitration	: Executive Director, AIIMS, Bhubaneswar

Clause – 36(i).
Requirement of Technical Staff and rate of recovery in case of non-compliance shall be as per the following table :-

Value of Work	Ser. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
							(Figures)	(Words)
For Agreement amount up to Rs 150 Lakhs	(a)	Graduate Engineer OR Diploma Engineer	Mechanical/ Electrical	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/- per month	Rs Fifteen Thousand only
For Agreement amount between Rs 150 Lakhs to Rs 500 Lakhs	(a)	Graduate Engineer	Mechanical/ Electrical	Principal Technical representative	5 years	1	Rs 25,000/- per month	Rs Twenty-Five Thousand only
	(b)	Graduate Engineer OR Diploma Engineer	Mechanical/ Electrical	Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/- per month	Rs Fifteen Thousand only

Schedule of Quantities

NIT No.: NIT No. AIIMS/BBSR/ACR-2023/NIT/31

Name of Work: - Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.

SI No.	Description Of Item	QTY.	Unit	Rate (in Rs.)	Amount (in Rs.)
1	Supplying and fixing of 50mm thickness of mat finish closed cell Nitrile rubber (Class "O") underdeck insulation under room ceiling. After applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self-adhesive nitrile rubber tape with royal plugs and held at all joints with Aluminum washer and tied with GI wire as per specifications and as required.	300	Sqm.	1770	5,31,000/-
Total					5,31,000/-

PERFORMA FOR QUOTING RATES

Name of Work: - Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.					
NIT No. AIIMS/BBSR/ACR-2023/NIT/31					
ESTIMATE COST PUT TO TENDER- Rs 5,31,000/-					
NAME OF CONTRACTOR-					
Sr. No.	Name of component	Estimated cost (Rs.)	Percentage above/ below the Total Estimated Cost	% in figures	Total Cost (Rs.)
1.	Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.	Rs 5,31,000 /-			
Contractor's Quoted Rate in words					

NOTE: -

1. LMR = To be read as Local Market Rate.
2. The Bidder must submit Financial Bid in On-Line Mode.
3. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same before quoting the rate.
4. No other charges would be payable by the Institute
5. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
6. Contractor has to bring samples as per above preferred brands only and Engineer-In-Charge shall approve one sample out of the samples brought by the contractor. The contractor has to use material of that approved sample only. No claim in this regard shall be entertained.
7. In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for other make.
8. The rates quoted should be inclusive of GST as applicable.

I, the contractor certify that I am filling this template after understanding all the items of Schedule of Quantity.

Name: _____

Business Address: _____

Date : _____

Place : Bhubaneswar

Signature of the Bidder: -

Seal of the Bidder _____

E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

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

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

REGISTRATION ON CPP PORTAL:

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

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

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

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

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

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

SEARCHING FOR TENDER ENQUIRY DOCUMENT

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

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want

to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

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

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

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

SUBMISSION OF BIDS

Submission of Bids

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

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

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

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

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

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

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

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

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

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

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

ASSISTANCE TO BIDDERS

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

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

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