Notice Inviting e-Tender

For

Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.

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

NIT No.	:	**AIIMS/BBSR/ENGG/ACR-2026/NIT/61**
Estimated Cost	:	**₹ 32,15,260.00 (Thirty-two Lakhs fifteen Thousand Two Hundred Sixty only including 18 % GST)**.
Contract Period	:	**(4 Years) (**From the date of commencement of work)

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

Executive Engineer (AC & R)
AIIMS, Bhubaneswar

Name of Work	:	Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.
NIT No.	:	**AIIMS/BBSR/ENGG/ACR-2026/NIT/61**

INDEX

			Page No
1.	Subject & Index	-	01 & 02
2.	Notice Inviting e-Tender / Notice Inviting Tender	-	03
3.	Information & Instructions to Bidders for Tendering	-	04 to 05
4.	Declaration to be given by the Tenderers (Annexure-A)	-	06
5.	Form for Detailed Information by the Bidder (Annexure-B)	-	07
6.	Form for details of all works of similar class completed during last 07 (Seven) Years (Annexure-C)	-	08
7.	Bidders undertaking against Item Rate Bid for Work (Annexure-D)	-	09
8.	Form of Tender Acceptance	-	10
8.	Affidavit (Annexure-E)	-	11
9.	General Rules & Directions and General Conditions	-	12 to 15
10.	Conditions of Contract	-	16 to 18
11.	Technical Specification	-	19 to 20
12.	Special Condition of Contract (SCC)	-	21 to 22
13.	Technical Bid (Eligibility Criteria)	-	23
14.	Form for Performance Security (Bank Guarantee)	-	24
15.	Format for Agreement	-	25 to 28
16.	Performa of schedules	-	29 to 31
17.	Financial Bid (Schedule of Quantities)	-	32 to 33

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 **Single Bid**(Technical and financial) System from eligible 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 **"Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar."** 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	Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.
(b)	Tender No.	**AIIMS/BBSR/ENGG/ACR-2026/NIT/61**
(c)	Estimated Cost	**₹ 32,15,260.00 (Thirty-two Lakhs fifteen Thousand Two Hundred Sixty only including 18 % GST)**.
(d)	EMD	**2 %** estimated cost **(Rs.64,305/-)**.
(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.aiimsbubnaneswar.nic.in, /www.eprocure.gov.in).
(h)	Last Date, Time & Place of Submission	**By 03/12/2026 at 14:00 Hours through online.**
(i)	Date, Time for opening of Tender	**On 04/12/2026 at 15:30 Hours.**
(j)	Time and date of opening of Online Financial Bids	**To be intimated later on.**
(k)	Period during which documents of EMD, Registration Certificates, Undertaking and other Documents to be uploaded in CPP portal by the Bidders for reference. However, the Eligibility will be considered as per uploaded documents.	To be uploaded on **same Day i.e. on 18/11/2026** by **12:00 Hours**.

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 labour welfare cess, water charges (if applicable), electricity charges (if applicable) and the same shall be recovered from the contractors' bills and will be remitted by the department.
9. **List of Eligibility Documents to be uploaded within the period of bid submission else the bid will be rejected:**

   (a) **Demand Draft/BG/FDR** of any scheduled Bank against EMD in favour of AIIMS, Bhubaneswar **(Hard copy to be submitted up to last date of Bid Opening)**.

   (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) CA's certification for **Annual Financial Turnover** of last 3 years (i.e. 2022-23, 2023-24 & 2024-25) with UDI Number.

   (g) Copies of ESI Registration.

   (h) Copies of EPF Registration.

   (i) Notarized Affidavit at Annexure-D and Annexure-E to be given by Tenderers. **(Hard copy to be submitted up to last date of Bid opening)**.

   (j) Digitally signed Tender document in PDF format only.

Failing to upload documents in online (from a to j) will be straight away rejected.

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.inor 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, 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 Earnest Money Deposit/Performance Guarantee".

Date: _____ **Signature of the Tenderer**

ANNEXURE `B'

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 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 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)

ANNEXURE `C'

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

(I.e. FOR THE YEAR ENDING MAR 2026)

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)

Annexure - D

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: Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.

To be submitted online by:

(a) Time and date of online Opening of Technical Bids. : **04/12/2026 (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.)

Occupation: *

Form of Tender Acceptance

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Executive Director for a sum of Rs. …….. (Rupees .....).

The letters referred to below shall form part of this contract agreement:
(a)
(b)
(c)

Dated:

For & on behalf of the Executive Director.

Signatures .....

Designation .....

Annexure - E

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 Executive Director, AIIMS, Bhubaneswar invites Item RateTender [**in Single Bid system**] from Manufactures/Original Equipment Suppliers/ Authorized firms/ experienced registered contractor/ reputed firms having successfully completed works of similar nature as per eligibility criteria in any Central Government, State Government, PSU, Autonomous Body.

1. **Name of Work**: Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.'
2. The work is estimated to cost of **₹ 32,15,260.00 (Rupees Thirty-two Lakhs Fifteen Thousand Two Hundred Sixty only including 18 % GST)**. 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 "O**&M/SITC of Modular OT's "** (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 ₹ **12,86,104/-**) of estimated cost put to tender or Two (02) similar completed works each of value **not less than 60%** (i.e. for ₹ **19,29,156/-**) of estimated cost put to tender or one (01) similar completed workof value **not less than 80%** (i.e. for ₹ **25,72,208/-**) of estimated cost put to tender in last 07 (Seven) Years ending **31st March 2026.**

   (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 2025**, duly certified by Charted 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 2026** should be at least 30% of the estimated cost. **(i.e. ₹ 9,64,578/-)**

5. **Preparation & Submission of Tender through Online.** The Tender should be submitted in **Single Bid**. The Technical Bid should be sent by the Bidderthrough online as "Technical Bid" for **"Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.''**
6. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **2%** of Estimate Cost (**Rs. 64,305/-)** 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 EMD will be rejected.

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–non-observance of any condition of the contract or for unsatisfactory performance or non-observanceof 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 impliesthat 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 on line. For any query, Executive Engineer (AC& R), [mail Id: eeacr@aiimsbhubaneswar.edu.in, AIIMS, Bhubaneswar, may be contacted. and address for Submission of Hard Copy Document as per NIT.
Office of the Executive Engineer (AC&R), Room No. 122, 1st Floor, Academic Building, AIIMS BHUBANESWAR Sijua, Patrapada, Bhubaneswar,751019.

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 employedby 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 90 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 stipulateddate 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 uploadedat the time of invitation of bid and rate quoted online at the time of submission of bid and acceptancethereof 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.

21. **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.

22. 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.
j Minimum Wages Act, 1948.
K Workmen compensation act .

23. **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.

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

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

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

27. The Lowest Bidder will be decided as per the Commutation Rates quoted by the Bidder for individual item.

28. Payment will be made on quarterly basis after due Certification of the Bills by the Representative of Engineer-in-Charge.

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

30. The necessary quantity of spare parts related to maintenance work must be available at site before processing the quarter bill which is also verified by Engineer-in-Charge and make of the spares & consumables to be used for repair / maintenance of the machines are mentioned in approved make list.

31. 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). Warranty/ Guarantee Certificate (if applicable)

(d). Colour Photos for executed work on glossary paper

(e). Non-Objection Certificate (NOC) regarding work (with final Bill)

(f). GST return up to date Voucher

(g). Bank Account Details

(h). Certificate for engagement of Technical Staff

(i) Stock Register and Material Consumed details duly signed by the concerned JEs.

(j) Pre and post Images of Duct cleaning and video of cleaning on Pan drive.

(k) Any other documents to be required as per CPWD norms.

32. The Hospital agrees to pay the contractor the following amount for **Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.**

Executive Engineer (AC & R)
AIIMS Bhubaneswar

SPECIAL CONDITIONS OF CONTRACT

1. Any facility not mentioned in this scope, but which is vital to **"Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar."** are assumed to be included in the scope of work.

2. The Contractor has to ensure safety and provide adequate supervision/precautions and shall ensure that the workmen engaged by him are professionally competent and have the required expertise to carry out the intended maintenance.
3. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Institute 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. 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 (B.O.Q), which is enclosed. All rates shall remain firm for the contract period/extended contract period.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of work order to proceed with the work, it shall be treated as failure on the part of the Contractor to discharge the Contractual obligations which may result in termination of the contract and forfeiture of the Security Deposit.
6. At the end of the contract, contractor must hand over all the machines (as mentioned in the contract) in healthy and working condition before processing the final quarter bill.
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 MOT 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 (if required) 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.

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 works required for execution work such as cutting /grinding/welding 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 materials on good condition may be used after joint inspection by Engineer-in charge & AIIMS representatives & vendor.

17. Dismantling of non-used materials to be deposited at Engineering Dept. by the Firm.
18. For all items; 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 MoT specifications; the special conditions /B.I.S. specifications shall apply. In this regard the decision of Engineer-in- charge shall be final & binding.

19. 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.

20. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contactor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.

21. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, Labour Laws, minimum wages act, workmen compensation act and other statutory laws enact by Central Govt. as well as State Govt.

22. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.

23. No claims of the labours shall be entertained by the department including that of providing employment, regularization of services etc.

24. All labour & transportation, ladders, Hydra, Scaffolding etc, electrical instruments/equipment's required for execution of the work shall be arranged by the contractor.

25. Staff employed by the contractor should be well behaved, polite & courteous. Any complaint against staff should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.

26. All dismantled material will be removed from site by contractor after verification of measurement of the same by JE and Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.
27. The contractor shall make all safety arrangement 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 contractor. AIIMS Bhubaneswar will not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained / accepted by the AIIMS Bhubaneswar. Also, Contractor is responsible to the damage caused to any man/material/ Govt. property by his or his labour during execution of work and this should be rectified by the contractor at his own cost.

28. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity continues. However, the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to act against the contractor.

29. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material (if required) as ordered by the Engineer-in-Charge for its conformity and all testing charges shall be borne by the contractor.

30. As directed by EIC/EE(AC&R)/AE(AC&R)/JE(AC&R) the deployed manpower shall work in other similar related work etc as and when required.

31. 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.O.Q).

(b) General rules & Directions and General Conditions/ Special Conditions/CPWD Specifications.

(c) Indian standards specifications/BIS.

(d) 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 contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

(e) If there are varying or conflicting provisions made in any one document forming Part of contract, Engineering In-charge shall be deciding authority and regard to the intention of the document, his decision shall be final and binding on the Contractor.

34. The Vendor shall submit colour photographs, while submitting the Bills.

35. If the performance of the contractor is found unsatisfactory during the period of work, the contract shall be ceased immediately by Engineering -in-Charge (EIC).

36. **Payment:** payment will be made on Six Monthly basis on submission of original tax invoice along with all necessary documents by the vendor after verification of work done by the vendor, in the same period, from AIIMS Authorities.

37. The contractor will be fully responsible for the safety of their workers, stocks, furniture, fixtures, machines and equipment etc. AIIMS/BBSR will not be responsible/liable for any damages caused to the contractor by any way including theft & fire etc. and no such claim to compensate any such damages will be entertained by AIIMS/BBSR. The contractor shall be responsible for any loss/theft /pilferage or damage to the properties belonging to AIIMS/BBSR, caused by their employees/staff negligence and will pay/compensate to AIIMS/BBSR or allow the amount of loss sustained by the AIIMS, BBSR, to be deducted from any such amount found due to the contractor. The responsibility for any such theft or loss or damages/ pilferage shall have to be decided on the finding of the inquiry committee, to be constituted for this purpose by the AIIMS/BBSR. If considered necessary, AIIMS/BBSR will also be free to take up the matter with the police for proper investigations/ action and recovery of loss due to such theft/ pilferage and damages etc.

38. **The work shall be supervised and certified by the work monitoring Committee.**

TECHNICAL SPECIFICATION / SCOPE OF WORK

1. GENERAL

Technical specifications in this section cover the **"Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar."**

STANDARDS AND CODES.

Latest up to date Indian Standard (IS) and Code of practice will apply to the equipment and the work covered by the scope of this contract. In addition, the relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended up to date shall also apply. Where-ever, appropriate Indian Standards are not available, relevant British and/or IEC Standard shall be applicable.

3. The work shall be carried out as per guidelines of work order and **CPWD MoT Specification-2022.**
4. All necessary works for executing the work are in agency scope.
5. The contractor shall be responsible for comprehensive maintenance of MOT installations for 4 years.
6. The comprehensive maintenance of MOT installations includes complete MOT installations, labour, spares, all consumables etc. as required including the following.
7. All motors, Plastic and glass parts against any manufacturing defects, All kinds of sensors, All kind of coils, probes and transducers, Printers and imagers including laser and thermal printers with all parts. , UPS including the replacement of batteries, Air-conditioners ,All kinds of painting, civil, HVAC and electrical work, Preventive maintenance including testing & calibration as per technical/service /operational manual of the manufacturer, MGPS installation inside the MOT.
8. In the case of MOT equipment, the comprehensive maintenance shall be done with back- to-back support from OEM. In such cases, authorized agent of OEM shall reach the site within 8 hours of raising a service call. The MOT firm shall ensure uninterrupted service without compromising functioning of MOT/ICU. The MOT firm shall set-up a maintenance base in the vicinity of the hospital, to provide maintenance service of the entire MOT installations.
9. If the performance of any individual equipment or system is not satisfactory, the same shall be replaced free of cost. If it is found that to meet the performance criteria, any extra equipment is required, the same shall be provided free of cost.
10. All faults and their rectification shall be promptly intimated to the hospital.
11. Any lacunae noticed in the functioning of the installation as a result of any design feature/fault shall be rectified free of cost.
12. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
13. On receipt of any complaint, the MOT firm shall, within 8 hours on a 24(hours) x 7 (days) x 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof free of cost. The MOT firm shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the hospital/institute for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
14. If the MOT firm fails to attend the complaint within 8 hours a penalty of Rs.10000/hour will be charged from the firm and recovery made accordingly. The decision of the Engineer- in- Charge shall be final and binding on the firm with respect to the imposition of overall penalty decision taking into view overall circumstances of the case.
15. The contractor/MOT firm along with the Indian agent of the manufacturer shall ensure continued supply of the spare parts for the machines and equipment supplied by them for 10 years from the date of completion of the work.

16. The payment of comprehensive maintenance will be made on six monthly basis after satisfactory completion of said period duly certified by end user.

17. The contractor shall ensure regular updates of newer technology as and when evolved during warranty period for all the equipment.

18. The contractor shall deposit performance guarantee @ 5% of the value of the comprehensive maintenance contract before commencement of comprehensive maintenance, which shall be held by the hospital/institute till completion of comprehensive maintenance period.

19. Periodic maintenance schedule shall be provided to the department by the vendor for each component of the MOT (as per OEMs recommendations) with clear instructions about the usage and maintenance of the components including cleaning and infection control practices to be followed. The same shall be approved by the department for the complete period and the firm will be bound to carry out the activities of maintenance and services accordingly.

20. The department reserves the right to modify the schedule as per site requirements or client's recommendations and the decision of the department shall be final and binding on the firm.

21. Periodic Maintenance visits at least every three months need to be done with detailed report of optimal functioning of all the components.

22. Downtime of any component of the MOT installation cumulative should not be more than 5%, to be calculated on half yearly basis failing which the department shall have right to impose penalty as deemed fit, and the decision shall be final and binding on the firm.

23. There shall be no extra cost for software upgradation/ supply and installation of security patches/ lifetime license fee for system. The software upgradation including security patches shall be provided free of cost during the CAMC period. Bidder should submit OEM certificate to the effect that the software as well as security patches etc. shall be made available for enabling free upgradation of the system till the expiry of the defect liability period and CAMC period. The software validity shall be till the end of the CAMC period and will be got done by the OEM/through their authorised channel partners within the tendered cost.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 SITE VISIT:

1.1 AIIMS, Bhubaneswar may conduct joint site visit, pre-bid and/or post-bid meeting. The bidder should attend the site visit as well as the pre-bid meetings, if any.

1.2 Bidders are strongly advised to inspect and assess the site conditions and its surroundings and satisfy themselves before submitting their bids. A site visit shall be conducted for interested eligible bidders. 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 and locations of installations which may be necessary for the purpose of bidding and submit a realistic offer for the successful execution of the work. The successful bidder may be required to take up initial repair works if any after finalization of tender. 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. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on AIIMS.

1.3 Submission of a bid by a bidder implies that he has read the Tender document and has made himself aware of the terms & conditions and scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work.

2.0 BID PRICES:

2.1 The Bidder shall indicate on the prescribed Bill of Quantity, the landed prices of all the goods and services at AIIMS, Bhubaneswar in accordance with terms & conditions and scope of work of Tender Document. It must include all the taxes, duties, fees, all types of Cess, insurance, transportation, packing, forwarding, administrative charges/ contractor overhead and profit amount and all other incidentals required for execution of the contract in all respect. Variation in taxes due to change in Govt. Regulations only shall be considered, provided such change has taken place within the period from 28 days prior to the last date of bid submission to the original completion date of the Contract.

2.2 The rates quoted by the contractor shall be net so as to include all requirements described in the contract document and no claim whatsoever due to fluctuations in the price of the material and labour charges.

2.3 The Contractor may arrange way bill at his cost for inter-state transportation of all the materials required for successful execution of the work.

3.0 PERIOD OF CONTRACT:

The period of contract shall be **4 Years** from the date of commencement of work.

4.0 DATE OF COMMENCEMENT & COMPLETION OF WORK:

The Contractor shall commence the work within 15 (Fifteen) days from the date of issue of LoA. However, the Contractor has to furnish the Security Deposit within this period so as to enable issue of work order prior to commencing the work at site.

5.0 PAYMENT TERMS:

payment will be made on Six Monthly basis on submission of original tax invoice along with all necessary documents by the vendor after verification of work done by the vendor, in the same period, from AIIMS Authorities.

Vendor shall submit following documents along with the bill for payment:

(a) Complain reports duly signed by the user and duly verified by the AE/JE concerned.

(b) Service reports of PMS work during the work verified by the AE/JE concerned.

(c) Warranty/Guarantee Certificate.

(d) Testing & Commissioning Certificate.

(e) GST return up to date Voucher.

(f) Bank Account Details.

(g) An Undertaking that all statutory rules and regulation have been followed.

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)	Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid.		

FORM OF PERFOMANCE 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)

Format of Integrity Pact

(To be made on Rs 100/- Judicial Stamp Paper)

This Agreement is made at.....on this.....day of.....2026.

BETWEEN

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

AND

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory)

"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT No .....)

(here in after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar** referred toas 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 aforesaid 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 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 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 Three monthsafter the completion of work under the contractor till the continuation of defect liability period, whichever is moreand 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: Penalty: a) Penalty With rate1 % per month of delay to be computed on per day basis maximum up to 10% based on quantum of damage suffered due to stated delay on the part of Contractor.

b) Rectification of damages during the work will be in contractors scope failing which penalty will be imposed as per CPWD MoT specifications 2022.

Article – 8: Payment

a. Payment will be released on six monthly basis after due certification of Bill by Engineer-in-charge or his representative **on submission of original tax invoice along with all necessary documents by the vendor after verification of work done by the vendor, in the same period, from AIIMS Bhubaneswar Authorities.**

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.

d. All the Repairing work shall be completed within **3 months** from the date of issue of work Order and CMAC work within 4 years. All the aspects of safe installation shall be the exclusive responsibility of the Contractor.

Repairing work should be completed from date of commencement of work failing which 1% per month penalty will be imposed of repairing work amount.

e. It will be mandatory for the bidders to indicate their bank account number and over relevant 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.

Article - 9: 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 - 10: LEGAL AND PRIOR RIGHTS.

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belongingto such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternativeto 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 mentionedin the presence of following witnesses:

....

(For and on behalf of Principal/Owner) (For and on behalf of Bidder/Contractor)

WITNESSES:

1. ..... 2. .....

(Signature, Name and address) (Signature, Name and address)

Place:

Dated:

PROFORMA OF SCHEDULES

SCHEDULE A'
(Reference to General conditions of Contract.)

Name of Work: **"**Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar**"**

Estimated Cost of Work: **₹ 32,15,260.00**

(a) Performance Guarantee = **05% of Tendered Value**

(b) Security Deposit = **2.5% of Final Value**

SCHEDULE 'B'

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 = 50%

Definitions **See below**

2 (v)	Engineer-in-Charge		Executive Engineer(A/C&R) AIIMS, Bhubaneswar
2(viii)	Accepting Authority		Director AIIMS, Bhubaneswar
2(x)	Percentage on cost of materials and labour to cover all over heads and profit	:	15%
2(xi)	Standard Schedule of Rates	-	Central Public Works Department Schedule of Rates 2025 at Delhi with up to date correction slips
9(ii)	Standard AIIMS Contract Form amended and	-	GCC for CPWD maintenance Works - 2023 as up to and including correction slip

(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	:	Director, AIIMS, Bhubaneswar

Clause – 2A.

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

Clause – 5.

Time allowed for execution of work	:	**04 Years (From the date of commencement of work).**
Time of start of work:		Within Seven days after issue of work order.
Number of days from the date of issue of letter of acceptance for reckoning date of start	:	**07 Days**
Authority to decide fair & reasonable extension of time for completion: of work		**Superintending Engineer, AIIMS, Bhubaneswar**

Clause – 6A.

Whether Clause 6A shall be applicable	:	**No.**

Clause – 7A.

Whether clause 7A shall be applicable	:	Y**es.**

Clause – 10B(ii).

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

Clause – 10C.	:	**No**
Clause – 10CA.	:	**Not applicable**.

Clause – 16.

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

Clause – 25.

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

Clause – 32. 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 clause36(i)**	
							(Figures)	***(Words)***
For Agreement amount up to Rs150 Lakhs	(a)	Graduate Engineer **OR** Diploma Engineer	Elect. /Mechanical	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	*Rs 15000/-*	*Rs Fifteen Thousand only*

Schedule of Quantities

NIT No.: AIIMS/BBSR/ENGG/ACR-2026/NIT/61

Name of Work: Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.

Sl. No.	Description of Item	Unit	BOQ Quantity	Rate (Including GST)	Amount (Including GST)
1	**Sub Head- A (Comprehensive Maintenance Contract of MOT-01)**				
	Comprehensive Maintenance Contract of MOT-01 at the Burn Centre (Including periodic replacement of HEPA filters as per the terms and conditions of the comprehensive maintenance contract.				
1(a)	**1st year**	Job	1	₹ 534,311.00	₹ 534,311.00
1(b)	**2nd year**	Job	1	₹ 534,311.00	₹ 534,311.00
1(c)	**3rd year**	Job	1	₹ 641,173.00	₹ 641,173.00
1(d)	**4th year**	Job	1	₹ 641,173.00	₹ 641,173.00
2	**Sub Head- B (One Time Repair of MOT-01)**				
	One Time Repair of MoT equipment (Burn MoT-01				
2(a)	Supply, Installation, and Testing of Signal Converter for the Recording System.	Each	1	₹ 56,013.00	₹ 56,013.00
2(b)	Supply, Installation, and Testing of Controller Card for Recording System.	Each	1	₹ 387,335.00	₹ 387,335.00
2(c)	Supply & Installation of Battery for Surgeon Control Panel.	Each	1	₹ 3,814.00	₹ 3,814.00
2(d)	Supply, Installation, and Testing of Pendant Controller Board.	Each	2	₹ 208,565.00	₹ 417,130.00
	Total (A+B)				**₹ 3,215,260.00**

PERFORMA FOR QUOTING RATE

NAME OF WORK- Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.	
e NIT No- AIIMS/BBSR/ENGG/ACR-2026/NIT/61	
ESTIMATE COST PUT TO TENDER- ₹ 32,15,260.00	
NAME OF CONTRACTOR-	
Comprehensive operation and maintenance of MoT-01 of Burn Unit at AIIMS Bhubaneswar.	**₹ 32,15,260.00**
% in words	
Total Amount (Rs.)	
Total Amount Including GST & Percentage above/Below/at par (Rs.)	

(**Rupees _____ only)**

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.
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.
7. 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.
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 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 of e NIT Page No-_____.

Name: _____

Business Address: _____ Signature of the Bidder: -

Date : _____

Place: Bhubaneswar Seal of the Bidder _____.

Digitally signed by Rajen Peter Toppo
Date: 2026.11.18 11:46:32 IST
Location: eProcure-EPROC