अखिल भारतीय आयुर्विज्ञान संस्थान ,

All India Institute of Medical Sciences

Engineering Branch, Bhubaneswar (Odisha)-751019

www.aiimsbhubaneswar.nic.in

TENDER DOCUMENT

Name of Work: Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.

e-NIT No.	:	AIIMS/BBSR/Engg/021/2026-27
e-NIT Issue Date	:	12/11/2026
Last Date of Submission	:	03/12/2026 (By 1230 Hours)
E.C. put to tender	:	Rs 25,45,016/-

"Certified that this tender document contains **30 (Thirty)** pages only**".**

Executive Engineer (Civil)
AIIMS, Bhubaneswar

All India Institute of Medical Sciences

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

Name of Work : **Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**

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ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR

NOTICE INVITING e-TENDER

The Executive Engineer (Civil), AIIMS, Bhubaneswar on behalf of the Executive Director, AIIMS, Bhubaneswar invites online Percentage Rate Tender in Two (02) Bid system (Technical & Financial bid) from approved and eligible contractors registered in appropriate class of Public Works Organizations like CPWD, DoP. BSNL, MES, Railways etc. & Odisha State PWD and ancillary departments or PSUs for the following work(s) : -

(a)	Tender (e-NIT) No.	**AIIMS/BBSR/Engg/021/2026-27**
(b)	Name of Work	**Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**
(c)	Estimated Cost put to tender	**Rs 25,45,016/- (Rupees Twenty-Five Lakhs Forty-Five Thousand Sixteen only)**
(d)	Earnest Money Deposit (EMD)	**02%** of Estimated cost
(e)	Period of Completion	**24 (Twenty-Four) Months**
(f)	Last Date and Time of Submission of bid	**By 03/12/2026 at 1230 Hours.**
(g)	Date, Time for opening of Technical Bid	**On 04/12/2026 at 1600 Hours.**
(h)	Date, Time for submission of original EMD, Annexure C and D in the office of EE(Civil), AIIMS, Bhubaneswar	**On or before 03/12/2026 at 1600 Hours.**
(i)	Time and date of opening of Online Financial Bids	**To be intimated later through website**

1. The intending bidders should have satisfactorily completed similar works of magnitude specified in this NIT.

2. The indenting Bidder must read the Terms & conditions of tender documents of AIIMS, Bhubaneswar carefully. He/She should only submit the bid if he/she considers himself/herself eligible and he/she is in possession of all the documents required.

3. The contractor whose bid is accepted will be required to **furnish performance guarantee & APG within the period** stipulated in schedule-F.

4. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the **set of terms & conditions of the contract** to be complied with and other necessary documents can be seen and downloaded from website www.aiimsbhubaneswar.nic.in Or https://eprocure.gov.in/eprocure/app. For queries related to the tender the office of EE(C) may be contacted over email eeci@aiimsbhubaneswar.edu.in.

5. The bid for the work shall remain open for acceptance for a period of 75 days from the date of opening of technical bid.

6. The competent authority on behalf of ED, AIIMS, Bhubaneswar does not bind itself to accept the lowest or any other bid and reserves the right 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 bidders shall be summarily rejected.

Executive Engineer (Civil)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT

The Executive Engineer (Civil), AIIMS, Bhubaneswar on behalf of the Executive Director, AIIMS, Bhubaneswar invites online Percentage Rate Tender in Two (02) Bid system (Technical & Financial bid) from approved and eligible contractors registered in appropriate class of Public Works Organizations like CPWD, DoP. BSNL, MES, Railways etc. & Odisha State PWD and ancillary departments or PSUs for the following work(s) : -

(a)	Tender (e-NIT) No.	**AIIMS/BBSR/Engg/021/2026-27**
(b)	Name of Work	**Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**
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(i)	Time and date of opening of Online Financial Bids	**To be intimated later through website**

1. The intending bidders should have satisfactorily completed similar works of magnitude specified in this NIT.
2. 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.
3. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
4. The bid document consisting of 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.
5. ***For E-tendering Queries contact CPPP Help Desk.***
6. The intending bidders must have valid class-III digital signature to submit the bid.
7. The bid can be submitted through CPP portal by uploading the mandatory scanned documents as specified in the form of JPG/PDF format or any other format as permissible by the e-tendering portal within the period of bid submission.
8. Contractor must ensure to quote the percentage rate in Performa of quoting rates. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).
   However, if a tenderer does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender or each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
9. GST on all materials as well as GST on Work Contract etc., or any other taxes applicable in respect of this contract shall be payable by the Contractor. Percentage rate quoted by him shall be inclusive of such taxes, levies etc and Government/AIIMS will not entertain any claim for reimbursement whatsoever in respect of the same. 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 where applicable.
10. After submission of bid online, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, contractor 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. The Technical Bid shall be opened first on due date & time as mentioned above.

12. Financial bids shall be considered 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 contractor can login and see the bid opening process in CPP portal. After opening of bids he will receive the competitor bid sheets.**

13**.** If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up works in AIIMS. If 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.

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

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 One year as decided by the AIIMS, Bhubaneswar Authority for the following reason-

(i) If the contractors submit false work experience certificates, as required**.** The department reserves the right to verify the particulars furnished by the applicant independently.

(ii) If the contractor persistently neglects to commence the work and does not carry out the contractual obligations of the contract.

(iii) Violates any important conditions of contract.

15

(I) ***List of Eligibility Documents to be uploaded in the CPP Portal within the period of bid submission:***

(a) Scanned copy of EMD as per conditions mentioned in this tender document.

(b) Enlistment Order of the Contractor (Civil) in appropriate class having validity at least till the date of bid submission.

(c) Certificates of Work Experience (for completed works only) as required from the Government/Govt. Autonomous bodies /PSUs/ Municipal corporations of city formed under any act of the government, not below the Rank of Executive Engineer.

(d) Certificate of Registration for GST, PAN Card.

(e) EPF, ESI Registration.

(f) Declarations to be given by the Bidder in the format of "Annexure A".

(g) Detailed Information of Bidder (Annexure `B').

(h) Notarized Affidavit of Annexure C and D.

(i) Ink/Digitally signed e-NIT complete document.

(II) ***List of Eligibility Documents to be submitted in the office of EE(Civil), AIIMS, Bhubaneswar within the period of bid submission: -***

(a) All the bidders shall submit original EMD in the office of EE(Civil) as stipulated in this NIT failing which the bid shall be rejected.

(b) All the bidders shall submit the original Notarized Affidavit of Annexure C and D in the office of EE(Civil) failing which the bid shall be rejected.

(III) ***Physical submission of Documents by the Lowest Bidder:*** Self-attested copy of all the scanned and uploaded documents as specified in SL 15(I) above shall have to be submitted by the lowest bidder only within seven days of issue of Letter of Acceptance, in the office of EE(Civil), AIIMS, Bhubaneswar.

Executive Engineer (Civil),
AIIMS, Bhubaneswar

CPWD-6 for E-Tendering

(GENERAL RULES & DIRECTIONS of e-NIT)

1. Online percentage rate bids are invited on behalf of Executive Director, AIIMS, Bhubaneswar in Two (02) Bid system (Technical & Financial bid) from approved and eligible contractors registered in appropriate class of Public Works Organizations like CPWD, DoP. BSNL, MES, Railways etc. & Odisha State PWD and ancillary departments or PSUs for the following work(s) : -

Name of Work*:* Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.

The enlistment of the contractors should be valid on the last date of submission of bid. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1. The work is estimated to cost **Rs 25,45,016/- (Rupees Twenty-Five Lakhs Forty-Five Thousand Sixteen only).** The estimate, however, is given merely as a rough guide.

1.2. 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. Bidders are instructed to visit the site before participating the tender. The Bidders are instructed to visit the site to know the nature of work before participating in the tender.

1.2.1. **Eligibility Criteria**. Contractors who fulfill following requirement shall be eligible to apply: -

(a) Three (03) similar works, each of value **not less than 40%** of estimated cost put to tender or Two (02) similar works each of value **not less than 60% of** estimated cost put to tender or one (01) similar **(Civil)** work of value **not less than 80%** of estimated cost put to tender in ***last 07 (Seven) Years*** ending **31st July 2026 .**

Similar work means "**General Civil Engineering works".**

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

3. The time allowed for carrying out the work will be **24 (Twenty-Four) Months to** *be reckoned as per Schedule-F.*

4. The site for the work is available.

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

6. After submission of bid online, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, contractor 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.

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

8. **Preparation & Submission of Tender through Online**. The tender should be submitted/uploaded online in CPP portal in 02(Two) Bids i.e Technical Bid and Financial Bid.

9. Earnest **Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **2% of Estimated cost** in the following forms: -

(i) Banker's Cheque/ Account Payee Demand Draft/ Fixed/Term Deposit Receipt (FDR/TDR) of a Scheduled Bank in favor of ***All India Institute of Medical Sciences, Bhubaneswar*** payable at **Bhubaneswar**

(ii) Bank Guarantee including e- Bank Guarantee from a Scheduled Bank ***duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar***". The Bank Guarantee including e- Bank Guarantee submitted as Earnest Money shall be valid for a period of 90 days for single bid works and 180 days for two bid system or more from the date of submission of the tender.

Scanned copy of the Original EMD must be uploaded with the Bid. The physical copy of original EMD shall be submitted in the office of EE(Civil) within the period of bid submission. The EMD given by all the tenderers except the L1 shall be refunded immediately after expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/three bid system, earnest money of the bidders unsuccessful during technical bid evaluation should be refunded within 30days of declaration of evaluation of technical bid. The EMD of successful bidder shall be returned after the successful submission of Performance Guarantee by him. As per SOP No.5/1 of CPWD SOP-2024, the MSME firms registered in NSIC under PP policy are exempted from payment of EMD for supply of Goods & Services only. **As this is a works related tender, Bids received without EMD will be rejected.**

10. The bid submitted shall become invalid if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents as stipulated in the bid document.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of AIIMS.

(iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender, the tender shall be treated as invalid and will not be treated as lowest tenderer.

11. **Performance Guarantee.** The contractor whose bid is accepted will be required to furnish a **Performance guarantee of 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher** after receiving letter of award, ***in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Nationalized/ Scheduled Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar"*** which shall be kept valid for a period of 180 days beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited by order of this Institute in the event of any breach or negligence or non–observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. ***PG will be released after recording of completion certificate, 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 to the contractor. *A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the of 80% amount of the estimated cost put to tender and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A.). The format, terms & conditions of APG shall be the same as that of PG. (Please refer* CPWD order no. DG/Manual-2024/20 dated 27.02.2026 regarding modification in Para 5.2 for CPWD Works Manual 2024)

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

13. The competent authority on behalf of the Executive Director, AIIMS, Bhubaneswar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received

without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

14. 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.

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

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

17. No Engineer of Gazette Rank or other Gazette 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.

18. The bid for the works shall remain open for acceptance **for a period of 75 days** from the date of opening of bids.

19. The Agency may submit Post Card Size Colored Photographs showing different stages of construction activities at his own Cost.

20. 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.

21. Statutory tax recoveries i.e Income Tax, Labour Cess, CGST, SGST etc as applicable at the time of payment shall be recovered from contractor's bill as per Govt. Rules/Guidelines.

(a) 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5 % of tendered amount of the work will be deducted from the Bills of the Contractor.

(b) Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).

(f) Water Charges @ 1% of the Gross Bill Amount excluding GST will be deducted, if water Supply is taken from the piped water supply of AIIMS, BBSR as per CPWD guidelines.

22. The condition of the contract shall be governed by CPWD GCC Maintenance -2023 and corrected up to latest correction slip.

23. The Agency shall be solely responsible for compliance to the provisions of various Labor and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar site. For any accident caused to the labours, the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel.

24. **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.

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

28. **Jurisdiction of Courts:** The court of the place from where the letter of award of work has been issued shall have the jurisdiction to decide any dispute arising out of or in respect of the contract.

28. **Payment:**
(a) It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.
(b). GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.

Executive Engineer (Civil)
AIIMS, Bhubaneswar

ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR

STATE: Odisha CIRCLE: AIIMS, Bhubaneswar
DIVISION: Civil Engineering Division.

Percentage Rate Tender & Contract for Works

E-Tender for the work of : **Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**

(i) To be uploaded by 12.30 hours on **03/12/2026**

(ii) To be opened in presence of tenderer who may be present at 16.00 hours **on 04/12/2026** in the chamber of Superintending Engineer or Executive Engineer(Civil) and financial bid shall be opened after evaluation of Tech. Bid

T E N D E R

I/ We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

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

I/ We agree to keep the tender open for **75 (Seventy-five)** days from the last day of opening of technical bids and not to make any modifications in its terms and conditions.

A sum of Rs_ _ _ _ _ _ __ __ _ _ _ _ _ ___ _ _ _has been deposited in prescribed manner as earnest money.

If I/We fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that AIIMS shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further, if I/We fail commence the work as specified, I/We agree that the said AIIMS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely. 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 Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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 and integrity of the State.

Dated…….

( )
Witness: Signature of Contractor
Address: Postal Address: -
Occupation:

****

A C C E P T A N C E

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Executive Director, AIIMS, Bhubaneswar for a sum of

Rs_____ (Rupees_____

_____)

The letters referred to below shall form part of this Contract agreement:
(a)_____

(b)_____

For & on behalf of AIIMS, Bhubaneswar.

Signature_____

Dated……

Designation

SPECIAL CONDITIONS OF CONTRACT

Name of Work : **Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**

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 case 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 has 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) Water Charges @ 1% of the Gross Bill Amount excluding GST will be deducted, if water Supply is taken from the piped water supply of AIIMS, BBSR as per CPWD guidelines

(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 32 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 32 of Schedule 'F'.

23. Required safety measures is to be adopted before starting chipping/scaffolding works so that any inconvenience may not be faced.

24. **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.	**MATERIAL**	**MANUFACTURER**
1.	**STRUCTURAL BUILDING MATERIALS**	
1.1	ORDINARY PORTLAND CEMENT /POZZOLONA PORTLAND CEMENT	ACC, ULTRATECH, AMBUJA, KONARK, DALMIA.
1.2	WHITE CEMENT	BIRLA WHITE, JK WHITE, ACC.
1.3	REINFORCEMENT BAR (TMT) /STRUCTURAL STEEL SUCH AS ANGLES, TUBULAR MEMBERS	TATA, SAIL, RINL., JSW, BHUSAN STEEL.
1.4	REBARRING CHEMICAL	BOSCH, 3M INDIA, BIRLA, HILTI
1.5	CONCRETE ADMIXTURES	FOSROC, SIKA, CICO, BASF, PIDILITE, STP
1.6	MICRO CONCRETE	FOSROC, SIKA ,DUBOND, BUILTECH

1.7	READYMIX CONCRETE	ULTRATECH , ACC, RAMCO.
1.8	HIGH PERFORMANCE EPOXY BASED RESIN ANCHOR SYSTEM	BASF, MYK SCHOMBURG, FOSROC, CICO
1.9	DAMP PROOF MATERIAL	DR. FIXIT, FOSROC, CICO, MYK, CIKA, PIDILITE
1.10	PT STRANDS	DP, TATA, USHA MARTIN.
1.11	STRUCTRAL GLAZING	MODI, SAINT GOBAIN, ASAHI
2.	**FINISHING**	
2.1	PREMIUM ACRYLIC EMULSION PAINTS	BERGER PAINT(SILK), ASIAN PAINT(ROYAL), ICI DULEX (VELVET TOUCH), NEROLAC (IMPRESSION)
2.2	ACRYLIC DISTEMPER	ASIAN PAINTS, DULUX (SUPERCLEAN), BERGER
2.3	CEMENT PRIMER (EXTERIOR/ INTERIOR)	ASIAN PAINTS , BERGER, DULUX, ICI.
2.4	WOOD/ STEEL PRIMER	ICI, NEROLAC, ASIAN PAINTS, DULUX,
2.5	EXTERIOR PAINT	ASIAN PAINT, BERGER, DULUX, NEROLAC JSW PAINT
2.6	SYNTHETIC ENAMEL PAINT	BERGER, ASIAN PAINTS, ICI, J&N, NEROLAC
2.7	EPOXY PAINT	KANSAI NEROLAC, FOSROC, ASIAN, AKZONOBEL (DULUX)
2.8	FRENCH SPIRIT / MELAMINE POLISH	ASIAN PAINTS, WUDFIN OF PIDILITE, BERGER, NIPPON, SHEENLAC,BIRLA OPUS
2.9	WALL PUTTY	BIRLA WALL CARE, JK WHITE, BERGER, ASIAN WALL PUTTY
2.10	POLYMER MODIFIED READY MIX PLASTER	GYPROC INDIA (WEBER SET), FERROUSCRETE (INSTA PLAST), ULTRATECH (RADIO MIX),
2.11	POLYMER MODIFIED SELF CURING PLASTER	FERROUSCRETE, ULTRATECH, SAINT GOBAIN, MYK
2.12	RED OXIDE ZINC CROMATE PRIMER & ZINC RICH PRIMER	DULUX, ASIAN, BERGER, NEROLAC,
3.	**FLOORING**	
3.1	VITRIFIED FLOOR/WALL TILES	SOMANY, JOHNSON, KAJARIA,RAK
3.2	CERAMIC FLOOR TILES/WALL TILES	SOMANY, JOHNSON, KAJARIA, RAK
3.3	EPOXY FLOORING	FLOWCRETE, BASF, FOSROC
3.4	WOODEN LAMINATE FLOORING	ARM STRONG, SQUARE FOOT, VISTA, MIKASA
3.5	PVC VINYL/ ANTI STATIC FLOORING	TARKETT, POLYFLOR, GERFLOR SQUARE FOOT, FORBO, ARMSTRONG,
3.6	CARPET FLOORING	OCEANZ ACOUSTICS/ WELSPUN/ INTERFACE FLOOR/ FLOTEX / MOHAWK/ UNITEX ARCHEX, BVG INDUSTRIES, PUNEET INDIA PVT LTD, TUNTEX
3.7	HARDWOOD FLOORING	IFS, PUNEET INDIA, PIXEL
3.8	TACTILE TILES	SOMANY, KAJARIA, JOHNSON
3.9	TACTILE TILES (STEEL)	KICH, KONCEPT STEEL, JINDAL STEEL
3.10	PAVING TILE	SOMANY, KAJARIA, JOHNSON,ULTRA
3.11	FALSE FLOOR	UNIFLOOR, UNITILE, CAMFLOR
3.12	MOSAIC / CHEQUERED TILES	BISAZA, BIRLA WHITE, JK WHITE.
3.13	CEMENT CONCRETE TILES (DESIGNER TILES)	GICO (ISI), ULTRA, EUROCON, HINDUSTAN TILES.
3.14	WOOD POLYMER FLOOR (WPC)	EUROWOODS WONDER FLOOR ACTION TESA PERGO
3.15	NON METALLIC FLOOR HARDENER (DRY SHAKE TOPPING)	MC BAUCHEMIE (INDIA), FOSROC, HUNTSMAN, BASF
3.16	GRASS PAVER	UNISTONE, ULTRA,
4.	**FALSE CEILING**	
4.1	GYPSUM BOARD /GLASS REINFORCED GYPSUM BOARD	ST. GOBAIN, USG BORAL, ARMSTRONG, DIAMOND CEILING, AEROLITE.

	FALSE CEILING	
4.2	FALSE CEILING- GYPSUM, CALCIUM SILICATE, MINERAL FIBRE	GYPROC , ARMSTRONG, USG, AEROLITE, EVEREST.
4.3	FALSE CEILING- GI/ALUMINIUM METAL TILES & PLANKS	ARMSTRONG, DURLUM, LINDNER, DIAMOND
4.4	ACCOUSTIC: GLASS FIBRE FALSE CEILING AND WOODEN/ FABRIC WALL LINING	ARMSTRONG/ ANUTONE/ HUNTER DOUGLAS / CREDENCE
5.	**WOOD WORK**	
5.1	PLYWOOD, MDF BOARDS	GREEN, CENTURY, KITPLY, ARCHID, ACTION TESA
5.2	VENEERED PARTICLE BOARD	MERINO, GREEN (DECOWOOD), DURO, ARCHIDPLY
5.3	LAMINATED PARTICLE BOARD	MERINO, GREENLAM, CENTURY, ARCHIDLAM, STYLAM, KITPLY, ACTION TESA
5.4	HIGH PRESSURE LAMINATES	MERINO, GREENLAM, CENTURY, ARCHIDLAM.
6.	**DOORS**	
6.1	FACTORY MADE FLUSH DOOR SHUTTER, PANEL DOOR SHUTTER	CENTURY, KIT PLY DURO, ARCHID PLY, GREENLAM.
6.2	AUTOMATIC SLIDING DOORS	SCHUCO ,SAPA BUILDING SYSTEMS, EUROPEAN FAÇADE PRODUCT (EPF), REYNERS
6.3	REVOLVING DOORS	DORMA BOON EDAM,DORMA KABA
6.4	WOOD PLASTIC COMPOSITE (WPC) DOORS	RAJSHRI, CENTURY, ALSTONE, ARCHIDPLY
6.5	FRP DOOR FRAME & SHUTTERS	DUROPLAST, JAIN DOORS, RAJSHREE
6.6	ACCESSORIES FOR DOORS AND WINDOWS	GODREJ, DORMA, DORSET
7.	**ALUMINUM WORK**	
7.1	ALUMINUM SECTION	HINDALCO, INDALCO, JINDAL
7.2	HYDRAULIC DOOR CLOSER / FLOOR SPRING	GODREJ, DORMA, DORSET, HARDWYN
7.3	ACP ALUMINIUM COMPOSITE PANELS	ALUDECOR, ALCOBOND, ALSTRONG ALSTONE
8	**UPVC WINDOWS**	
8.1	UPVC DOORS AND WINDOWS	DUROPLAST, FENESTA, KOEMMERLING, SAINT GOBAIN, RAJSHRI
8.2	HARDWARE FOR UPVC DOORS AND WINDOWS	COTSWOLD, DORSET, DNV GLOBAL, EDCO
9.	**GLASS**	
9.1	FLOAT GLASS/ TOUGHENED GLASS	MODI GUARD, SAINT GOBAIN, TATA-ASHAI
9.2	REFLECTIVE GLASS, MIRROR GLASS	MODI GUARD, SAINT GOBAIN, TATA-ASHAI,HNG
9.3	GLASS DOOR HARDWARE	DORMA, HAFELE, OZONE, DORSET
10.	**FIRE DOORS**	
10.1	FIRE PROOF STEEL DOORS AND GENERAL PURPOSE STEEL DOORS	METAFLEX, SHAKTI HORMANN, PROMAT, ROMAT , TUFWOOD, TATA PRAVESH, SAINT GOBAIN
10.2	FIRE RATED VISION PANELS	SAINT GOBAIN, PILKINGTON, SCHOTT, FERILITE, SAINT GOBAIN
10.3	FIRE RATED GLASS	SAINTGOBAIN, MODI SCHOTT, PILKINTON, SAINT GOBAIN,SEZAL
11	**PLUMBING, SANITARY & SEWARAGE**	
11.1	G.I. FITTINGS	TATA, UNIK, AVR, ZOLOTO
11.2	UPVC/ CPVC/ PVC PIPE, FITTINGS AND FIXTURE	FINOLEX, ASTRAL, SUPREME, ORIPLAST
11.3	HDPE PIPES	ORIPLAST , FINOLEX, SUPREME, ASTRAL
11.4	GUN METAL VALVES ,GLOBES	LEADER, ZOLOTO, LK, KRANTI, SANT

11.5	CP BRASS FITTINGS, SANITARY FITTINGS AND ACCESSORIES	JAQUAR, KOHLER, GROHE, ROCA, PLAZA,
11.6	EUROPEAN WC, INDIAN WC, WASHBASIN, URINALS	JAQUAR, KOHLER, ROCA, HINDWARE, PARRYWARE
11.7	PVC CISTERN	JAQUAR, HINDWARE, KOHLER
11.8	STAINLESS STEEL SINK	JAQUAR, KOHLER, GROHE, CERA
11.9	DI PIPES AND FITTINGS	ELECTRO STEEL, JINDAL, TATA DUCTURA,
11.10	RCC PIPES	INDIAN HUME PIPE, JAIN & CO, MADURAI SPUN PIPE,
11.11	PVC WATER TANK	SINTEX, SPL, SFMC, SUPREME
11.12	PTMT FITTINGS	PRAYAG POLYMER PVT. LTD, PRINCE
12.	**WATER PROOFING**	
12.1	WATERPROOFING COMPOUND AS ADMIXTURES	FOSROC, CICO, SIKA, PIDILITE, WEBER, BASF, STP MYK, DR FIXIT, ASIAN SMART CARE
12.2	WATERPROOFING SELF ADHESIVE(HDPE) MEMBRANE	MYK, DBS, BASF, FOSROC, PIDILITE, SUPREME, ASIAN SMART CARE
12.3	PU ELASTOMERIC MEMBRANE	FIRE STONE, DBS, PIDILITE, CICO, BERGER , ASIAN SMART CARE, STP
12.4	EPDM WATERPROOFING MEMBRANE	CARLISLE, PIDILITE, FIRESTONE, DBS, ASIAN SMART CARE
12.5	APP POLYMERIC POLYETHYLENE FELT	BITUMAT, STP, BENGAL BITUMEN
13.	**ROAD WORK**	
13.1	BITUMEN	INDIAN OIL/ HINDUSTAN PETROLEUM/ BHARAT PETROLEUM
13.2	INTERLOCKING PAVER BLOCK	SUPER TILES, HIND MOSAIC, KAJARIA, ULTRA DESIGNER TILE, NITCO, VITCO, VYAARA, AK TILES
14.	**OTHER ITEMS**	
14.1	STAINLESS STEEL RAILING	KICH, OZONE, REHASA, JINDAL (COMPLETE RAILING SYSTEM)
14.2	TILE AND STONE ADHESIVE, GROUTING COMPOUND , MORTAR REPAIR COMPOUND, STRUCTURE GROUTING	PIDILITE, BAL ENDURA, FOSROC, FERROUSCRETE, TEEMAX, TEEMAX TETRA POLYMORTAR 44, LATICRRETE / MYK LATICRETE
14.3	WOOD ADHESIVE	FEVICOL, 3M, SIKA, THERMOSHIELD
14.4	DASH AND ANCHORING FASTENERS	HILTI, FISCHER, BOSCH, WUERTH
14.5	FLOOR HARDENER	IRONITE, FERROK, HARDONATE
14.6	SELF-LEVELING COMPOUND	BASF, FOSROC, SIKA, MYKLATICRETE
14.7	POWDER COATED GI SHEET WITH ZINC COATING	TATA, ESSAR, JSW STEEL LTD, JSPL, LLOYDS, BHUSAN

Executive Engineer (Civil)
AIIMS, 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 **:** **Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**

Estimated Cost of Work: **Rs 25,45,016/-**

(a) Earnest Money = **02%** of Estimated cost

(b) Security Deposit = **2.5%** of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5 % of tendered amount of the work.

(c) Performance Guarantee = **5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher. In case quoted amount is lesser than 80% of ECPT, the bidder shall be required to submit Additional Performance Guarantee (APG) equivalent to the difference between the 80% amount of the ECPT and quoted amount.**

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer Inviting Tender :- Executive Engineer (Civil), AIIMS, Bhubaneswar

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

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

Definitions

2 (v)	Engineer-in-Charge	Executive Engineer (Civil), AIIMS, Bhubaneswar
2(viii)	Accepting Authority	**Executive Director** AIIMS, Bhubaneswar
2(x)	Percentage on cost of materials and labor to cover all over heads and profit	15%
2(xi)	Standard Schedule of Rates	Central Public Works Department Schedule of Rates - 2023 at Delhi with up-to-date correction slips added with a 0.973 GST correction factor and 8% Cost index on Civil DSR items.
9(ii)	Standard AIIMS Contract Form	GCC for CPWD Maintenance - 2023 as amended and up to and including correction slip

Clause – 1. Performance Guarantee

(i) Yes. Time allowed for submission of Performance guarantee is — 10 Days.

Maximum allowable Extension with late fee @ 0.1% per day of Performance guarantee amount beyond the period provided above. — 15 days

(ii) Cl- 1 (ii) to (v) : **Yes**

Clause – 1A : **Yes**

Clause – 2.

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

Clause – 2 A : **No.**

Clause – 3 & 3A.

Whether Clause 3 & 3A shall be applicable : **Yes**

Clause-4. : **Yes**

Clause – 5.

Time allowed for execution of work : **24 (Twenty-Four) Months**

Number of days from the date of issue of work order for reckoning date of start : **07 Days** from issue of work order or 1st date of handing over of the site whichever is later.

Authority to decide fair & reasonable extension of time for completion of work : **Engineer in charge.**

Clause – 6.

Computerized Measurement book : **Yes**

Clause – 7.

Gross value of work to be done together with net payment/ adjustment of advances for materials collected, If any, since the last such payment for being eligible to interim payment : **6.00 Lakh**

Clause – 7A.
Whether clause 7A shall be applicable : **No.**
Clause – 7B. : **NO**
Clause – 8 : **YES**
Clause-- 8A. : **No.**
Clause – 9. : **YES**
Clause – 9A. : **NO**
Clause – 10A. : **YES**
Clause – 10B.
Whether Clause 10B(ii) shall be applicable : **No.**
Clause – 10C. : **Not applicable**.
Clause – 10CC. : **Not applicable**.
Clause – 10D. : **YES**
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 : **No Limit**
Clause – 13. : **YES**
Clause – 14. : **YES**
Clause – 15. : **YES**
Clause – 16.
Competent Authority for deciding reduced rates : **Superintending Engineer** AIIMS, Bhubaneswar
Clause – 17. : **YES**
Clause – 18 to 24. : **YES**
Clause – 25.
Settlement of dispute & Arbitration : **Executive 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 clause 32**	
							(Figures)	***(Words)***
For Cost of work between Rs 15 Lakhs to Rs 150 Lakhs	(a)	Graduate Engineer **OR** Diploma Engineer	Civil	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	*Rs 15,000/- per month*	*Rs Fifteen Thousand only*
For Cost of work amount between Rs 150 Lakhs to Rs 500 Lakhs	(a)	Graduate Engineer	Civil	Principal Technical representative	5years	1	Rs 25,000/- per month	Rs Twenty-Five Thousand only
	(b)	Graduate Engineer **OR** Diploma Engineer	Civil	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

e-NIT No.: AIIMS/BBSR/Engg/021/2026-27

Name of Work: - **Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**

Sl. No.	Description of Item	Quantity	Unit	Rate	Amount
1	Engaging of Front end loader [JCB] incl POL for cutting, levelling, grading of earth by Mechanical means including all operation as per direction of Engineer -in-Charge.	100.00	hour	2167.78	2,16,778.00
2	Cleaning/desilting the Drains of any size up to 600mm width after removing the RCC covers, disposing of the debris/silt to outside of the campus within 48 hrs by mechanical means & refixing the RCC covers all complete as per the direction of E.I.C	7,000.00	meter	178.16	12,47,120.00
3	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	400.00	cum	277.37	1,10,948.00
4	Cleaning of chocked sewer line by diesel running vehicle mounting hydraulic operated high pressure suction cum jetting sewer cleaning machine fitted with pump having 4000 litres suction capacity and 6000 litres water jetting tank capacity including skilled operator, supervising engineer etc. for cleaning and partial desilting of manholes and dechocking of sewer lines. Dechocking and flushing of sewer line from one manhole to another by high pressure jetting system of 2200 PSI for sewer line from 150mm dia upto 300mm	1,000.00	meter	358.07	3,58,070.00
5	Cleaning of septic tanks /manholes by mechanical means using sewer suction machine(truck mounted cesspool) and required manpower for removing the sludge settled in the manhole upto depth of 3.5m including waste water and disposal of the same at outside campus as designated by local authority with in 10 km(approx.). The item includes supplying all materials, labour, T & P towards dislodging, etc complete as per the direction of E.I.C (measurement will be cesspoll capacity X trip)	500.00	cum	495.00	2,47,500.00
6	Cleaning of heavily clogged manhole and septic tanks by mechanical means using Super Sucker machine and removing the deposited sludge settled in the manhole/bottom of the tank upto depth of 12m and disposal the same at outside campus as designated by local authority with in 10 km(approx.) in closed container. The item includes supplying all materials, labour, T & P towards dislodging, ,complete as per the direction of E.I.C (measurement will be Super sucker capacity X trip)	200.00	cum	1823.00	3,64,600.00
				Total	**25,45,016.00**
				or say	**25,45,016.00**

PERFORMA FOR QUOTING RATES

Name of Work: **Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**					
E NIT No- AIIMS/BBSR/Engg/021/2026-27					
ESTIMATE COST PUT TO TENDER- Rs 25,45,016/- (Rupees Twenty-Five Lakhs Forty-Five Thousand Sixteen only)					
NAME OF CONTRACTOR-					
Sr. No.	**Name of component**	**Estimated cost (Rs.)**	**Percentage above/ below the Total Estimated Cost**	**% in figures**	**Total Cost (Rs.)**
1.	**Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**	**Rs 25,45,016/-**			
Contractor's Quoted Rate in words					

NOTE: -

1. The Bidder must submit Financial Bid in On-Line Mode.
2. 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.
3. No other charges would be payable by the Institute
4. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
5. 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.
6. In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for other make.
7. 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- **20.**

Name: _____

Business Address: _____ Signature of the Bidder: -

Date : _____

Place: Bhubaneswar Seal of the Bidder _____

Annexure`A'

DECLARATIONS

(TO BE GIVEN BY THE BIDDERS)

It is to certify that: -

(a) I /We have gone through GCC- Maintenance 2023 of CPWD up to latest correction as available on website of CPWD/ https://eprocure.gov.in/eprocure/app / www.aiimsbhubaneswar.nic.in or in the office of Superintendent Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

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

(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 Executive Engineer (Civil) shall be free to forfeit the entire amount of Performance Guarantee".

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).

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 VAT Certificate)	:
GST Number (enclose the attested copy of VAT Certificate)	:
Whether the firm has Uploaded the Bank Draft/Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

Annexure C

AFFIDAVIT

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

e-Tender for the Work of "Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028."

To be submitted online by :

(a) Time and date of online Opening of Bids. : **04/12/2026 at 1600 Hours**.

(b) Time and date of opening of Online Financial Bids. : **To be intimated later through website**.

T E N D E R

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

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

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

If after opening of the tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of the tender) specified in the tender documents, My/Our bid shall be rejected and I/We shall be suspended for One year and shall not be eligible to bid for AIIMS Tender from the date of issue of the suspension order till the completion of suspension period.

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

Dated: *****_____

Signature of Contractor
with full Postal Address

Witness: *

Address: *

Occupation: *

(* To be filled in by the Contractor.)

Annexure D

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-NIT Rules.

Business Address:-
_____
_____
_____

Name :

(Signature of Bidder with Firm's Seal)

Place : _____

Dated : _____

Annexure E

FORM OF PERFOMANCE SECURITY (GUARANTEE)

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

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____ for _____

(Indicate the name of Bank)

Annexure`F'

INTEGRITY 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) **20___**.

BETWEEN

Executive Director, AIIMS, Bhubaneswar represented through Executive Engineer(civil), 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 (e-NIT No. **AIIMS/BBSR/Engg/021/2026-27)** (herein after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028.**"

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 "**Term Contract for cleaning of Drains, Manholes/Septic tanks, Sewer lines etc as and when required at Hospital and Housing complex of AIIMS, Bhubaneswar for two years i.e 2027 & 2028."**

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

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

Article - 1 : Commitment of the Principal/Owner.

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

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

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and

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

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

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

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

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

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

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

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

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or 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 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 : 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 intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 8 : LEGAL AND PRIOR RIGHTS.

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

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 :	Dated :
Place : Bhubaneswar	Place : Bhubaneswar