



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) कल्याणी

All India Institute of Medical Sciences (AIIMS) Kalyani

(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिक निकाय)

(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)

राष्ट्रीय राजमार्ग - 34, बसन्तपुर, सागूना, कल्याणी, ज़िला - नदिया, पश्चिम बंगाल - 741245

NH-34 Connector, Basantpur, Saguna, Kalyani, District Nadia, West Bengal 741245

NIT No. : 136 /P-12074/1/23-24(E-Tender-ENGG)/ET-06

Date: 13/08/2024

Notice Inviting E-Tender for

**Supply, installation, testing and commissioning of 02 nos.
13 passenger lifts at Guest House, AIIMS Kalyani.**

Certified that this tender document contains **32 (Thirty Two)** pages only.

A.P. Shrivastava
Superintending Engineer
AIIMS, Kalyani

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI

Name of Work: Supply, installation, testing and commissioning of 02 nos. 13 Passenger lifts at Guest House, AIIMS Kalyani.

INDEX

Sl. No.	Details	Page No. of NIT
01	Notice Inviting Tender	3-4
02	Information For The Bidder/ The Service Provider	5-6
03	General Conditions Of Contract	7-14
04	Additional Commercial & Technical Conditions	15-19
05	Special Conditions Of Contract	20-21
06	Format- A (Detailed Information By Bidders)	22
07	Format- B (Declaration)	23
08	Format- C (Financial Information)	24
09	Format- D (Schedule of Quantities and Price Bid)	24
10	Format- E Acceptance Of Tender Condition	25
11	Format- F (Bidder's Undertaking)	26
12	Format- G (Format Of Performance Security /Guarantee)	27-28
13	Format- H (Performa For Earnest Money)	29
14	Format- I (Format for Agreement)	30-31
15	Check List For Documents Required With Technical Bid	32

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI

NOTICE INVITING E-TENDER

(a)	Name of Work	Supply, installation, testing and commissioning of 02 nos. 13 passenger lifts at Guest House, AIIMS Kalyani.
(b)	Tender NIT No.	136/P12074/1/23-24(E-Tender-ENGG)/ET-06
(c)	Contract Period	06 Months from the date of start mentioned in the work order .
(d)	Estimated Cost	Rs.3905000.00 (Rupees Thirty Nine Lakh Five Thousand Only)
(e)	Earnest Money Deposit (EMD)	Rs.78,100.00 (Rupees Seventy Eight Thousand One Hundred Only)
(f)	Performance Security (Bank Guarantee)/ Security Deposit	5 % of contract amount (to be known after acceptance of tender)
(g)	Tender documents will be Issued From	Download from Institute Website. (i.e. www.aiimskalyani.edu.in, https://aiimskalyani.ewizard.in/)
(h)	Last Date, Time & Place of submission	04/07/2024 , at 17:00 hrs.
(i)	Date, Time for opening of Technical Bid	05/07/2024 , at 11:00 hrs.

1. The time of submission of Tender is **04/07/2024 by 17:00 Hours**. The intending bidder must read the Terms & conditions of AIIMS, Kalyani carefully. He should submit his bid only if he/ finds himself meeting all eligibility criteria and being in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://aiimskalyani.ewizard.in/> or www.aiimskalyani.edu.in
4. The following agencies can participate in this tender :
 - a) The Building & Road / Electrical Contractors enlisted with any Central / State Govt. / PSU's/ Autonomous Bodies who fulfil eligibility Criteria and who associate the OEM of lift for supply, installation , commissioning, one year preventive maintenance cum defect liability period and 3 year comprehensive maintenance as per requirements this tender. A written confirmation from the OEM is to be enclosed

Or


 - b) The Lift Manufacturers (Make : Johnsons, Schindler, Kone, Otis) who fulfil eligibility Criteria.
5. **Eligibility Criteria.**
 - (a) 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 , that he has completed similar works in the following manner :

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 work of value **not less than 80%** of estimated cost put to tender in **last 07 (Seven) Years** ending 31st Mar 2024. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 07% per annum, calculated from the date of completion to the last date of submission of bid.

Here, “**Similar work**” means **supply , installation and commissioning of lifts .**

- (b) He should have average **Annual Financial Turnover of not less than Rs.19,52,500.00 (Rupees Nineteen Lakh Fifty Two Thousand Five Hundred Only)** during the immediate last 03 (Three) consecutive financial years ending 31st Mar 2024.
- (c) The Bidder should have registration with **Employee Provident Fund (EPF) Commissioner and Employee State Insurance (ESI) Corporation.**
- (d) The bidder should have positive net worth and should not have incurred loss in last 03 (Three) Years ending i.e. by 31st March 2024, duly certified by Chartered Accountant.
6. AIIMS Kalyani reserves the right to reject any or all the tenders without assigning any reason thereof and also is not bound to accept lowest tender. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
7. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.
8. Amendment, if any will be hosted on website <https://aiimskalyani.ewizard.in> or www.aiimskalyani.edu.in only.



Superintending Engineer
AIIMS, Kalyani

INFORMATION FOR THE BIDDER/ THE SERVICE PROVIDER

1. **GENERAL:** Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before filling up their tender.

2. **SITE PARTICULARS:** Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification/ information/ assistance, the intending tenderers may contact the Superintending Engineer, AIIMS Kalyani.

3. **SUBMISSION OF TENDER:**
 - a. The entire bid-submission would be online on the Tender wizard portal i.e. <https://aiimskalyani.ewizard.in/> Broad outline of submissions are as follows:-
 - i. Submission of Bid Parts (Technical & Financial).
 - ii. Submission of information pertaining to Bid Security/ EMD.
 - iii. Submission of signed copy of Tender Documents/Addendums.

 - b. The complete bidding process is online. Bidders should have valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at (033)- 29991575.

 - c. **Bidder/service provider are advised to follow the instructions provided in the ‘Instructions to the service providers/Bidders for the e-submission of the bids online through the AIIMS Kalyani e-wizard portal for e-Procurement at <https://aiimskalyani.ewizard.in/>**

 - d. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. **REGISTRATION.** To use the Electronic Tender portal <https://aiimskalyani.ewizard.in/> vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. (Rs 2000+ GST as applicable)
Note. :
 - (i) *After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/ activated.*
 - (ii) *The Bidder must ensure that after following above, the status of bid submission must become - “Submitted”.*
 - (iii) *Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say*

at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

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

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

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

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

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

- Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
 - Register your organization on the portal well in advance of your first tender submission deadline on the portal
 - Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
 - Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.).
- While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Kalyani, if required, before participation in the online tendering.

For any further assistance, please contact Mr. Saikat Pal (09355030620), Mr. Sk. Tariq Anwar (09355030608), Helpdesk-01149606060, E-mail ID for mailing communication:
eprochelpdesk.38@gmail.com , eprochelpdesk.35@gmail.com,
ewizardhelpdesk@gmail.com

GENERAL CONDITIONS OF CONTRACT

1. Definition:

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge' the formal agreement executed between the AIISM Kalyani and the contractor, and all these documents taken together shall be complementary to one another.
- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Executive Director, AIIMS Kalyani
- e) The Engineer-in-charge means Superintending Engineer, AIIMS Kalyani, as the case may be who shall supervise and be the In-charge of the works.
- f) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by AIIMS Kalyani issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
- g) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the AIIMS, Kalyani in the tender and / or the contract / negotiated rates payable on completion of the works.
- h) The 'Final Sum' means the amount payable under the Contract by the AIIMS Kalyani to the Contractor for the full and entire execution and completion of works, in time.
- i) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the AIIMS Kalyani.
- j) A 'Week means seven days without regard to the number of hours worked or not worked in any day in a week.
- k) 'Expected Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the 'AIIMS Kalyani' of the part of works in respect of which a certificate of completion has been issued.
- l) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

2. Specifications :

The work shall be executed as per CPWD General Specifications for Electrical Works (Part III Lifts & Escalators – 2003), as per relevant IS and as per directions of Engineer-in-Charge.

3. **Earnest Money Deposit.** The bidders shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.78,100.00 (Rupees Seventy Eight Thousand One Hundred Only) by way of Demand Drafts only in the favor of AIIMS Kalyani payable at ICICI Bank Kalyani More Branch. **Scanned Copy of the Demand Drafts 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 .For unsuccessful bidder(s) it would be returned after Award of the Contract to the successful bidder. Bid(s) received without Demand Drafts of EMD will be rejected.

4. Performance Guarantee.

The successful bidder will be required to furnish a Performance Guarantee of 5 % of Contract Value after receiving notification of award in the form of either Account Payee, Demand Draft or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, KALYANI", payable at ICICI Bank Kalyani More Branch which should have its validity for a period of minimum 60 days beyond completion of all the contractual obligations. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contractor for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including Warranty/Guarantee period) under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the Contractor shall be forfeited automatically without any notice to the contractor.

5. The Tender paper/documents can be seen/ downloaded from Official website. For any query, Superintending Engineer, Phone : 8902499295 or Procurement Cell, AIIMS Kalyani Phone no (033)- 29991575 may be contacted.

6. Scope of work :

- 6.1 The lift shaft is already constructed and covered with brickwall. The contractor has to design the lift and accessories as per the shaft size available and as per specification mentioned in the tender documents.
- 6.2 The site shall be handed over to the contractor 'as-is-where-is' position and all the civil work related to satisfactory commissioning of the installed lift shall be carried out by the contractor.
- 6.3 The contractor, within his quoted rates, has to do the following :
- I. Supply, installation, commissioning, testing and obtaining certificate from Central Electricity Authority for energization of lift
 - II. Preventive maintenance and defect liability of 1 year after commissioning and certificate whichever is later.
 - III. 3 years comprehensive maintenance after above mentioned defect liability period.
 - IV. Minor civil and electrical works necessary for installation of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required.

- V. Supply and installation of landing fascia plates made of steel, car apron plates, sill support angles with necessary clamps, foundation bolts supports etc., as are necessary in connection with the installation of the lift.
- VI. Steel ladder to be provided for access to lift pit wherever required under regulations.
- VII. The work is turnkey project. Any item required for completion of the project but left in-advertantly shall be executed with in the quoted rates.

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing I position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

7. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

8. Discrepancies and Adjustment of Errors:

The several documents forming the contract are to be taken as mutually explanatory of one another:

8.1 In the case of discrepancy between Schedules of quantities, the Specifications and / or the Drawings, the following order of preference shall be observed.

- a) Schedule of quantities
- b) Technical specifications
- c) Drawing
- d) Additional Commercial & Technical Conditions
- e) General Specifications
- f) Relevant IS or other international code in case IS code is available.

8.2 If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

8.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the following procedure shall be followed: -

- a) When there is a difference between the rates in figures and in words, the rates which

correspond to the amounts worked out by the contractor shall be taken as correct.

b) When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.

c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.

9. **Security Deposit:** Total security deposit shall be @5% of the accepted tender cost and shall be deposited/deducted by/from the contractor as following: -

10. **Time and Extension for Delay:** The time allowed for execution of the works as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence as per the date mentioned in the letter of award. If the Contractor commits default in commencing the execution of the work as aforesaid, AIIMS Kalyani shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

10.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents

10.2 **If the work be delayed by**

(a) Force majeure or

(b) Abnormally bad weather or

(b) Serious loss or damage by fire, or

(c) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or

(d) Delay on the part of other contractors or tradesmen engaged by AIIMS Kalyani in executing work not forming part of the contract, or

(e) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

10.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.

10.4 In any such case, the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge. In case the Extension of time is given to the contractor without levy of any L.D. based on the merit of the case, the contractor in no case shall claim any compensation whatsoever for the extended period and the decision of the AIIMS Kalyani shall be binding on the contractor.

11. The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, and P.O.L.

12. **FORCE MAJEURE:**

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

13. **MATERIALS:**

- a) All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.
- b) The contractor shall indemnify the AIIMS Kalyani, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the AIIMS Kalyani or any agent, servant or employee of the AIIMS Kalyani in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
- c) All charges on account of octroi, terminal or sales tax and other duties on material obtained for the Works from any source shall be borne by the Contractor.
- d) The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
- e) Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
 - i. AIIMS Kalyani's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.
 - ii. All materials brought to the Site shall become and remain the property of the AIIMS Kalyani and shall not be removed off the Site without the prior written; approval of Engineer-in-Charge of the AIIMS Kalyani. But whenever the works are finally completed the Contractor shall, at

his own expense forthwith, but with the prior approval from the AIIMS Kalyani, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before given any approval as aforesaid the AIIMS Kalyani shall be entitled to recover or adjust any amount given as advance to the Contractor.

14. Labour laws and payment of wages to be complied:

14.1 As per Building & Other construction workers' Welfare Cess Act, 1996, labour cess @1% will be deduct from the bills.

14.2 The contractor shall comply the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign of all labour trained in the particular field of work preferably local.

14.3 The contractor shall comply full with local laws dealing with the employment of persons including the employment of children act 1938, payment of wages act 1936, the workmen compensation act 1923, Industrial dispute act 1947, the factories act 1948, mate benefit act 1961, the contractor's labour (Regulation and abolition) act 1970, the minimum wages act 1978 and any statutory amendments or re-amendments thereof for the time being in force. The labour license shall be taken by the contractor as per rules.

14.4 In respect of all laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall his own expense arrange the safety provision as per safety code framed from time to time and shall his own expense provide for all facilities in connection therewith. Incase, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Engineer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

14.5 All the liabilities regarding EPF or ESI of the labours/workmen engaged at the work, wherever applicable as per the prevailing Central or State government norms, shall be borne by the contractor. AIIMS Kalyani shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the AIIMS Kalyani, the contractor shall submit the proof of deductions/ deposits of such liabilities of their labors/ workmen engaged in the work to the AIIMS Kalyani. In case of default, the AIIMS Kalyani may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time until the compliance is proved by the contractor.

15. Liquidated Damages for Delay

15.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.

16. Contractor's Liability and Insurance

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good

order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

- 16.1 In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
 - a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
 - b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract.
- 16.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 16.3 The Contractor shall indemnify and keep indemnified the AIIMS Kalyani against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the AIIMS Kalyani against any compensation or damage caused by the Excepted Risks.
- 16.4 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the AIIMS Kalyani-Contractors “All Risk Policy” and “Third Party” Insurance policy.
- 16.5 The Contractor shall at all times indemnify the AIIMS Kalyani against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer’s Liability Act, 1938 the Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 16.6 The Contractor shall provide to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- 16.7 All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.
- 16.8 No claim for interest will be entertained by the AIIMS Kalyani in respect of any balance payments or any deposits which may be held up with the AIIMS Kalyani due to any dispute between the AIIMS Kalyani and contractor or in respect of any delay on the part of the AIIMS Kalyani in making final payment or otherwise.
- 16.9 The contractor shall ensure that no materials/wastes/plant, equipment’s etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise NSIC (National Small Industries Corporation) will carry out the work at the contractor’s risk and cost after 7 days notice.

16.10 The contractor will have to make suitable arrangement at his own cost for facilitating movement of labour to work site and back. Facilities are to be given to labour as per statutory provision at no extra cost to NSIC.

17. PAYMENTS:

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of works shown herein:

- i. 50% after initial inspection and delivery at site in good conditions of pro rata basis.
- ii. 30% after completion of installation in all respect.
- iii. Balance 20% will be paid after testing, commissioning trial run & handing over to the department for beneficial use.

The TDS and security deposit as applicable shall be effected from the each stage of payments.

18. MOBILISATION ADVANCE:

No mobilization advance whatsoever shall be paid for carrying out this work.

ADDITIONAL COMMERCIAL & TECHNICAL CONDITIONS

1. General

1.1 This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operations of Lifts.

1.2 **Location:** The Lifts shall be installed at Guest House, AIIMS Kalyani, West Bengal-741245.

1.3 The work shall be executed as per CPWD General Specifications for Electrical Works (Part III Lifts & Escalators – 2003), as per relevant IS and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in this Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read alongwith schedule of quantities for the work.

1.4 The tenderer should in his own interest visit the site and familiarizes himself with the site conditions before tendering.

1.5 No T&P shall be issued by the AIIMS Kalyani and nothing extra shall be paid on account of this.

1.6 Submission and opening of Tenders:

a. The tenderers are advised not to deviate from the technical specifications/items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.

b. The technical cum commercial bid only, shall be opened first on the due date and time, as specified in the NIT in the presence of tenderers or their authorized representatives who wish to remain present.

c. Scrutiny/evaluation of the Technical-cum-commercial bid shall be done by the AIIMS Kalyani or in consultation with any agency as deemed necessary by the AIIMS Kalyani. In case it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications, requirements and/or contains many deviations, the AIIMS Kalyani reserves the right to reject the technical bid of such firms(s) without making any reference to the tendere(s).

d. Necessary clarifications required by the AIIMS Kalyani shall have to be furnished by the tenderer within the time given by the AIIMS Kalyani for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the AIIMS Kalyani as and when so desired. In case, in the opinion of the AIIMS Kalyani a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making reference.

e. After obtaining clarifications from all the tenderers, the AIIMS Kalyani may modify the technical & commercial conditions/specifications if required, and will intimate the tenderers whose technical cum commercial bids are acceptable. The date and time of opening of price-bid will be intimated in advance.

f. In the price bid, there shall be no conditions whatsoever. In case any tenderer mentions any condition including conditional rebates in their price part, tender shall be rejected forthwith.

A tenderer will also not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the AIIMS Kalyani.

2. Rates:

- 2.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes / octroi (including works contract taxes / Service tax), duties and levies and all charges for Packing forwarding, insurance, freight and delivery, installation, testing, Commissioning ,warranty, defect liability, variation of labour rates ,preventive and comprehensive maintenance,etc. at site i/c temporary constructional storage, risks, overhead charges general liabilities /obligations and clearance from local authorities.

3. Completeness of tender:

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespectively of the fact whether such items are specifically mentioned in the tender documents or not.

4. For item/equipment requiring initial inspection at manufacturers's works' the contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. The AIIMS Kalyani also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make the arrangement for the same. The successful tenderer shall give sufficient advance notice regarding the dates proposed for such tests/inspection to the AIIMS Kalyani's representatives(s) to facilities his presence during testing/fabrication. The Engineer-in-charge at his discretion may witness such testing/fabrication. The cost of the Engineer's visit to the factory will be borne by the AIIMS Kalyani. Also equipment may be inspected at the Manufacturer's premises, before dispatch to the site by the contractor.

5. Storage and Custody of materials:

The Lift machine room may be used for storage of sundry materials and erection equipments if available or else the agency has to make his own arrangement. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

6. Care of the Building:

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

7. Completion of period

The completion period of 05 months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

8. Performance Guarantee:

The tender shall guarantee among other things, the following

- i. Quality, strength and performance of the materials used.

- ii. Safe mechanical and electrical stress on all parts under all specified conditions of operations.
- iii. Satisfactory operation during the maintenance period.

9. Guarantee

9.1 All equipment shall be guaranteed for a period of 12 months from the date of taking over the installation by the department against unsatisfactory performance and/or break down due to defective design, workmanship of material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in Charge. In case it is felt by the AIIMS Kalyani that undue delay is being caused by the contractor in doing this, the same will be got done by the AIIMS Kalyani at the risk and cost of the contractor. The decision of the Engineer-in- Charge in this regard shall be final.

10. Power Supply

Electric service connection of 415 V, 3 phase, 4 wire, 50 Hz, AC supply shall be provided by the AIIMS Kalyani for installation purpose free of charge.

11. Water Supply

Water supply shall be made available by the AIIMS Kalyani at one point.

12. Data Manual and Drawings to be furnished by the tenderers:

The tenderer shall furnish along with the tender, detailed technical Literature, pamphlets and performance data for appraisal and evaluation of the offer,all in triplicate.

13. Inspection and testing:

13.1 Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in -charge and consignee.

13.2 After completion of the work in all respect the contractor shall offer the Installation for testing and operation.

14. Validity

Tenders shall be valid for acceptance for a period of 180 days from the last date of application.

15. Compliance with Regulations and Indian standards

15.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications. In particular, the equipment and installation will comply with the following:

- i) Factories Act
- ii) Indian Electricity Rules
- iii) I.S. & BS Standards as applicable
- iv) Workmen's compensation Act
- v) Statutory norms prescribed by local bodies like CEA, NDMC etc.

15.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with current applicable statutory regulations and safety codes.

15.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs. 500/- for each default. This will be in addition to stoppage/ restricting of work till making such safety arrangements.

15.4 The installation shall be carried out in conformity with the local lifts Act and Rules. Where no local Lifts Act is in force CPWD General Specifications for Electrical Works (Part III Lifts & Escalators – 2003) shall be followed. The Extracts of Lift Act and Rules as applicable may be taken from CPWD General Specifications for Electrical Works (Part-III Lifts & Escalators)-2003.

15.5 Designing, manufacturing, testing, installation and maintenance of lift installations should be in accordance to the Relevant IS Codes as appended in CPWD General Specifications for Electrical works (Part-III Lift & Escalators)-2003, with upto date correction slips, if any.

16. Indemnity

The successful tenderer shall at all times indemnify the AIIMS Kalyani, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the AIIMS Kalyani shall not be responsible for any accident or damage incurred or claims arising therefrom during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

17. Erection Tools

No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the AIIMS Kalyani. The contractor shall make his own arrangement for all these facilities.

18. Cooperation with other agencies

The contractor shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, and exchange freely all technical information so as to make the execution of this works contract smooth. NO remuneration should be claimed from the AIIMS Kalyani for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

19. Verification of correctness of Equipment at Destination

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.

20. Maintenance

20.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation i.e. for

the Defect liability period.

20.2 The maintenance, routine as well as preventive for one year from the date of taking over the installation as per manufacturers recommendation shall be carried out and the record of the same shall have to be maintained.

SPECIAL CONDITIONS OF CONTRACT

Name of Work: Supply, installation, Testing & Commissioning of 02 Nos. 13 Passenger Lift at Guest House, AIIMS Kalyani.

1. Interested Tenderer may visit the above site in their own interest to examine the head room, pit depth and other space and site details whichever is necessary which would enable them to submit their bid in a confident and informed manner. Tenderer to meet Technical Specifications as per IS standards & guidelines of CPWD General Specifications for Electrical Works (Part III Lifts & Escalators – 2003).
2. The entire job is required to be undertaken by the Tenderer on a **Turnkey Basis**. However, AIIMS would provide the following:
 - i. In-comer for the electric supply up to the main MCB.
 - ii. Storage space at the site as required by the Tenderer.
 - iii. Lighting of shaft & machine room.
 - iv. Power, electricity & running water etc.
3. If any damage takes place to the structure of the shaft/building during work, same will be repaired by the Tenderer.
4. It is the responsibility of the Tenderer to arrange for inspection for the issue of lift License required for the use of passengers before putting the lift into service & handed over for use to AIIMS, Kalyani.
5. Insulation and other tests applicable to the electric Lift shall be done as per relevant IS standards in presence of AIIMS, Kalyani officials and accordingly make available relevant certificates.
6. Electrical installation shall be carried out in accordance with the specifications, local rules, Indian Electricity Act 1910 as amended up to date and rules issued there under. All items of work under this contract shall be executed strictly to fulfill the requirement as laid down in the specifications.
7. The design, material, construction, manufacture, inspection, testing and performance of induction motors shall comply with all currently applicable status, regulations and safety codes in the locality where the equipment will be installed. The equipment shall also conform to the relevant Indian standard or equivalent BSS or latest applicable standards.
8. During working at site, some restrictions may be imposed by Engineer-in- Charge/Security staff of AIIMS Kalyani 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.
9. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.
10. All rates quoted by the bidders shall remain firm for the contract period/extended contract period.
11. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the AIIMS Kalyani shall forfeit the earnest money deposited by him along with the tender.

12. All the civil works like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works including carrying all works in machine room shall be arranged by the tenderers and nothing extra on this account shall be considered or paid.
13. In addition to the manufacture, supply, installation, testing and commissioning of the lift including all auxiliary equipments, following works shall be deemed to be included within the scope of the work to be done by the contractor and nothing extra on this account shall be paid.
 - i. All minor building work necessary for installation of equipment such as making of opening in walls/ floors, either of RCC or brick masonry, etc., and restoring them to original condition and finish. The scope of minor building work includes all grouting and anchoring of all boards, clamps, supports, foundation bolts, installation in position of R.S. joist in the machine room, lift well or in the pit, such works shall exclude cutting of marble work and construction of partition wall wherever involved.
 - ii. Supply of necessary R.S. Joist or angle iron supports brackets, etc., for installation of the lift, either in the machine room or at other places as may be necessary including their installation in position.
 - iii. All electrical works except bringing in main connection and earth connection to the machine room terminated on suitable switch fuse unit/ board. All electrical works including inter-connection from this switch/ board and loop earthing from the earth bar to be provided in the machine room shall be done by the successful contractor. Responsibility to ensure safety of lift materials against pilferage and damage till the installation is handed over to the consignee.
 - iv. All scaffolding as may be necessary in the lift well during erection work and subsequently removed.
 - v. Temporary barricades with caution boards at each landing to prevent accident during execution of work.
14. The work is turn key project. Any item required for completion of the project but left in-advertently shall be executed within the quoted rates.
15. The contractor shall be fully responsible for the any injury or damaged caused to the workmen deployed at site for carrying out the work and AIIMS Kalyani has nothing to do with such happenings and in no way shall be held responsible for the same.
16. All communication should be addressed to Superintending Engineer, **AIIMS Kalyani**.

FORMAT 'A'

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	:
Complete Address and Telephone Number	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of service Centre nearby KALYANI	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number. (Enclose the attested copy of PAN Card)	:
Service Tax Number. (Enclose the attested copy of VAT Certificate)	:
GST Number (Enclose the attested copy of VAT Certificate)	:
Whether the firm has Uploaded the Bank Draft/Pay Order/Banker's Cheque of Earnest Money Deposit (EMD).	:
Whether the Firm/Agency as signed Each & 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)

DECLARATIONS
(TO BE GIVEN BY THE TENDERERS)

It is to certify that:-

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

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

.

Date: _____

Signature of the Tenderer

b. "The Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents shall be deposited by me/us with the FIC Procurement, AIIMS, and Kalyani before the scheduled time and date of opening of technical bid failing bid failing which AIIMS Kalyani shall reject the Bid.

Date: _____

Signature of the Tenderer

FINANCIAL INFORMATION

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

Ser. No.	Description	2021-22	2022-23	2023-24

Note: Gross Annual Turn Over only.

Signature of Bidder with Seal

Signature of Chartered Accountant with Seal

Schedule of Quantities and Price Bid format
(to be upload online only and no hard copy to be forwarded)

NIT No. : /P-12074/1/22-24(E-Tender-ENGG)

Name of Work: Supply, installation, testing and commissioning of 02 nos. 13 passenger lifts at Guest House, AIIMS Kalyani.

Sl. No.	Items	Qty.	Amount to be filled by the bidder (Including all taxes)
01	Design, Manufacture, Supply, Installation, Testing, Commissioning, approvals (statutory or otherwise) and handing over in satisfactory condition followed by 1 year free warrantee with preventive maintenance and after lapse of warrantee period, next 3 years comprehensive maintenance of electric power operated passenger lift with capacity of 13 passenger weight 884kg, height G+1, lift speed 1 m/s with ACVVF control with automatic rescue device (ARD) with automatic center opening car door and landing doors, stone flooring complete as per technical specifications. Work includes opening of shaft are by carefully dismantling the brick wall in the front portion of shaft and making good the wall and floor as required	2 nos.	

ACCEPTANCE OF TENDER CONDITION
(To be submitted on Letter Head of the Company/ Firm)

TENDER NOTICE No : /P12074/1/24-(E-Tender-ENGG)

Item rate Bid for work of Supply, installation, Testing & Commissioning of 02 Nos. 13 Passenger Lift at Guest House, AIIMS Kalyani.

I/we have read and examined the notice inviting tender, all the annexures, Specifications applicable, General Conditions of Contract and other documents and rules referred to in the condition of contract and all other contains in the tender document for the work.

I/we hereby tender for the execution of the work specified for the Executive Director, AIIMS-Kalyani within the time specified as per General Conditions of Contract, Technical Specifications, Scope of Work with material / consumables in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **120 days** from the due date of its opening of technical bid and not to make any modification in its terms and conditions.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Executive Director, AIIMS Kalyani or his successors, in office shall without prejudice to any other right or remedy, be at liberty to cancel by bid absolutely. Further, if I/We fail to commence work as specified, I/ We agree that the Executive Director, AIIMS Kalyani or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee or Security deposit absolutely. The said Performance Guarantee or Security deposit 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 the tender form. Further, I/We agree that in case of forfeiture of Performance Guarantee or Security deposit 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 institute, then I/we shall be debarred for tendering in AIIMS Kalyani in future. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee / Security deposit. I/We hereby declare that I/We shall treat the tender documents 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 Witness:
Postal Address

Witness:
Address:
Occupation:

(Format "F")

**Bidder's undertaking for Percentage Rate Tender / Item Rate Tender & Contract
for Works**

E-Tender for the work of : Supply, installation, Testing & Commissioning of 02 Nos.
13 Passenger Lift at Guest House, AIIMS Kalyani.

To be submitted online by:

- (a) Time and date of online Opening of Technical Bids. : _____
- (b) Time and date of opening of Online Financial Bids. : **To be intimated later.**

T E N D E R

I/We have read and examined the notice inviting tender, schedule along with Appendices `A` to `D` 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.

A sum of **Rs.78,100.00 (Rupees Seventy Eight Thousand One Hundred Only)** is hereby forwarded in Bank Guarantee of scheduled Bank/Demand Draft of a scheduled Bank/Bank Guarantee issued by a scheduled Bank as **Earnest Money**. If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period. I/We agree that the said Director, AIIMS, KALYANI or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director, AIIMS, KALYANI or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely. The said Performance Guarantee shall be 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 rate to be determined in accordance with the provision contained in the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering 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, KALYANI, then, I/We shall be debarred for tendering in AIIMS, KALYANI in future forever. Also, if such a violation comes to the notice of AIIMS, KALYANI before date of start of work, the Administrative Officer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated : * _____

Signature of Contractor with full Postal Address

Witness : * Address : * Occupation : *

(* To be filled in by the Contractor.)

FORM OF PERFORMANCE SECURITY (GUARANTEE)

1. In consideration of the Executive Director, AIIMS, Kalyani (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 an 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 there to, our liability under this present being absolute and unequivocal.

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

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

6. I/We further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from

our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

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

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

9. This Guarantee shall valid up to _____ unless extended on demand by Government, not with standing any thing mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____) 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)

PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)
[FORM OF EARNEST MONEY (BANK GUARANTEE)]

WHEREAS, Contractor_____ (Name of contractor) (hereinafter called "the Contractor") has submitted his tender dated____ (date) for the construction of

_____ (Name of work) (Hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that I/ we _____ (name of bank) having our registered office at _____ (here in after called "the Bank") are bound up to _____ (Name and division of Executive Engineer) (here in after called "the Engineer-in-Charge") in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20
THE CONDITIONS of this obligation are :-

- (a) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender ;
- (b) If the Contractor having been notified of the acceptance of his Tender by the Engineer-in-Charge.
- (c) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required ; OR
- (d) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Tender Document and Instructions to contractor.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *. after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL (SIGNATURE, NAME & ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of Tender.

Format for Agreement
(to be made on Rs 100/- Non- Judicial Stamp Paper)

This agreement is made at Kalyani on the day of Month of 20____ (Two Thousand _____) between the Director, All India Institute of Medical Sciences, Kalyani acting through Superintending Engineer, AIIMS, Kalyani having its Office at AIIMS, Kalyani-741245 (herein after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Legal Representatives and assigns) of the First party,

And

M/s _____ (Second party) having its registered Office at _____ (Here in after called the 'Agency' which expression unless repugnant to the Context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the "Clint" is desirous to engage the "Agency" for providing Supply, installation, Testing & Commissioning of 02 Nos. 13 Passenger Lift at Guest House, AIIMS Kalyani on the terms and conditions stated below:-

- (a) All the Terms & conditions of the Tender document will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in AIIMS, Kalyani. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Kalyani site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, Kalyani.
- (f) In case of Non-Compliance with the contract, the Client reserve sits right to:-
 - a. Cancel/Revoke the contract; and/or
 - b. Impose penalty up to 07% of the total Annual Value of Contract.
- (f). Performance Security amounting to @5% of the Annual Contract Value, in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
- (g) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, Kalyani as per rates mentioned in the schedule without any deductions except PF& ESI as admissible.
- (h) The personnel provided by the Agency will not claim to become the employees of AIIMS, Kalyani and there will be no employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Kalyani.

.(Signature of the Owner/Proprietor of the Agency/Firm with Seal)

- (i) There would be no increase in rates payable to the Agency during the Contract Period.
- (j) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.
- (k) Decision of Client in regard to interpretation of the Terms& Conditions of the Tender shall be final and binding on the Agency.
- (l) The Agency shall ensure full compliance with Tax laws of India with regard to this contract and shall be solely responsible for the same the Agency shall keep ?client full indemnified against liability of Tax, Interest Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Kalyani. The Books of Accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
- (m) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Kalyani.
- (n) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment exception respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.
- (o) THIS AGREEMENT will take effect from the day of Month of 20___ (Two Thousand _____) and shall be valid for 01 (One) Year and extendable for another 6 months) year as desired by AIIMS Kalyani.

This day of 20___, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Kalyani in the presence of the witness :-

.....
(For and on behalf of Principal/Owner)

WITNESSES:

.....

(Signature, Name and address)

Dated :

Place : Kalyani

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

.....

(Signature, Name and address)

Dated :

Place : Kalyani

Check List for Documents Required with Technical Bid
(To be attached with the Technical Bid)

Sl. No.	Detail Provided	Compliance (to be ticked as attached)	Page No. of Bid
1	Copy of Latest certificate of OEM. (Attached)	(Yes/ No)	
2.	Copy of Income Tax Return Acknowledgement for last three consecutive financial years. (Attached)	(Yes/ No)	
3.	Copy of PAN Card Registration (Attached)	(Yes/ No)	
4	Copy of GST registration certificate. (Attached)	(Yes/ No)	
5	Copy of valid Electrical Contractor License. (Attached)	(Yes/ No)	
6	Copy of Average annual turnover duly verified by CA (Attached)	(Yes/ No)	
8	General Conditions of Contract (Read and Accepted)	(Yes/ No)	
9	Details of Lift & technical specifications (Read and Accepted)	(Yes/ No)	
10	Format- A (Detailed Information by Bidder) (Filled and Attached)	(Yes/ No)	
11	Format- B (Declaration) (Filled and Attached)	(Yes/ No)	
12	Format- C (Financial Information) (Filled and Attached)	(Yes/ No)	
13	Format- D (Tender Acceptance Certificate) (Filled and Attached)	(Yes/ No)	
14	Format- E (Bidder's undertaking) (Filled and Attached)	(Yes/ No)	
15	Format- F (Format of Performance Security /Guarantee) (Filled and Attached)	(Yes/ No)	
16	Format- G (Performa for Earnest Money)	(Yes/ No)	