



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, सागुना, कल्याणी, जिला - नदिया, पश्चिम बंगाल - 741245

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

NIT No. : 137/P-12074/1/22-23(E-Tender-ENGG)/ET-07

Date:13.06.2024

Notice Inviting E-Tender for

**Provision of Medical Gas Pipelines for Pulmonary Medicine Department in OPD building at
AIIMS Kalyani**

Certified that this tender document contains 33 (Thirty Three) pages only

A.P. Shrivastava
Superintending Engineer
AIIMS Kalyani

AIIMS, Kalyani

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

Name of Work:- Provision of Medical Gas Pipelines for Pulmonary Medicine Department in OPD building at AIIMS Kalyani

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI

NOTICE INVITING E-TENDER

The Superintending Engineer, AIIMS Kalyani, on behalf of Executive Director, AIIMS Kalyani, invites items rate Tender in Two (02) Bid system (Technical & Financial respectively) from contractors satisfying the eligibility conditions, for the work as detailed below:-

(a)	Name of Work	Provision of Medical Gas Pipelines for Pulmonary Medicine Department in OPD building at AIIMS Kalyani.
(b)	NIT No.	137/P-12074/1/22-23(E-Tender-ENGG)/ET-07
(c)	Period allowed for Completion	06 Months
(d)	Estimated Cost	Rs. 6,35,164 (Rupees Six Lakh Thirty Five Thousand One Hundred Sixty Four Only)
(e)	Earnest Money Deposit (EMD @2% of Estimated Cost)	Rs.12703.00 (Rupees Twelve Thousand Seven Hundred Three Only)
(f)	Performance Security (Bank Guarantee) / Security Deposit	5 % of contract amount (to be known after acceptance of tender)
(h)	Tender documents will be Issued From	Download from Institute Website. (i.e. www.aiimskalyani.edu.in , https://www.tenderwizard.com/AIIMSKALYANI ,
(j)	Last Date, Time & Place of Submission	04/07/2024 , at 17:00 hrs.
(k)	Date, Time for opening of Technical Bid	05/07/2024 at 11:00 hrs.

1. The starting date of submission of Tender is 04/07/2024 by 17:00 hrs. 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 www.aiimskalyani.edu.in, Or <https://www.tenderwizard.com/AIIMSKALYANI>,



A.P. Shrivastava

Superintending Engineer
AIIMS, Kalyani

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

Ser. No.	Description	Details
(a)	NIT No.	137/P-12074/1/22-23(E-Tender-ENGG)/ET-07
(b)	Name of Work:	Provision of Medical Gas Pipelines for Pulmonary Medicine Department in OPD building at AIIMS Kalyani.
(c)	Estimated Cost	Rs.6,35,164 (Rupees Six Lakh Thirty Five Thousand One Hundred Sixty Four Only)
(d)	Earnest Money Deposit (EMD @ 2% of Estimated Cost)	Rs.12703.00 (Rupees Twelve Thousand Seven Hundred Three Only)
(e)	Period allowed for Completion	06 Months
(f)	Last date and time of online submission of Tender	04/07/2024 , at 17:00 hrs.
(g)	Time and date of online opening of Documents	05/07/2024 at 11:00 hrs.
(h)	Time and date of opening of Online Financial Bids	To be intimated later through website
(i)	Period during which <u>documents of EMD (in Original), Registration Certificate, Undertaking and other Documents to be submitted to the FIC Procurement, AIIMS Kalyani</u>	<ol style="list-style-type: none"> Scanned copies are to be uploaded at the time of bid submission. Eligibility will be considered as per uploaded documents. Hard copies of all documents (ink sign self-certified by the bidder) to be submitted within 1 week of bid closing date for confirmation of authenticity of uploaded documents. In case of some ambiguity regarding appropriate document, one week time after notice date may be given by AIIMS for submission of appropriate document. However, the EMD document must be physically prepared and dated prior to bid closing date .

- The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible he is in possession of all the certificates/documents required.
- The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://www.tenderwizard.com/AIIMSKALYANI> or www.aiimskalyani.edu.in free of cost.
- For e-tendering of this tender, AIIMS KALYANI, Kalyani has engaged e-portal maintained by M/s ITI Limited, Kalyani. Intending bidders shall have to register with M/s ITI Limited, Kalyani to participate in the tendering process. For details, kindly visit website <https://www.tenderwizard.com/AIIMSKALYANI> OR contact SHRI SANJEEB MAHAPATRA (MOBILE- 7377708585). If needed they can be imparted training on online bidding process as per details available on the website.
- The intending bidders must have valid class-III digital signature to submit the bid.
- The bid can be submitted only after depositing e-tender Processing Fee in favour of ITI Limited and uploading the mandatory scanned documents as specified with in the period of bid submission.
- Copies of eligibility documents and EMD as specified in the Notice Inviting Tender shall be scanned and uploaded on the e-tendering website within the specified date of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
- Bidders must ensure to quote rate of each item . The column meant for quoting rate in figures appears in dark yellow Colour and the moment rate is entered; it turns sky blue. In addition this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
- After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more

- item(s) any number of times (he need not re-enter rate of all the items).
9. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. Before opening financial bid, an intimation would go to the bidders on their email address about their eligibility / ineligibility decided during technical scrutiny. If any bidder is not satisfied with the result of technical scrutiny, he can send his representation by email to e-tender@aiimskalyani.edu.in or to sanjeeb.m@eternderwizard.com within 48 hours of the dispatch of e-mail to him. These representations would be appropriately addressed before opening of price bids. However, if any representation is received after lapse of 48 hours, it will not be entertained.
 10. On opening date, the bidder can login and see the bid opening details. After opening of bids, he will be able to see the competitor bid sheet.
 11. If the contractor is found ineligible after opening of bids, his bid shall be come invalid.
 12. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall be come invalid.
 13. Conditional tenders are liable to be summarily rejected.
 14. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else e.g. letters etc.
 15. The contractor is specifically required to quote only one rate against each item. The rate quoted for any item of material shall correspond to the prescribed specifications.
 16. The quantities are approximate and may change. The Engineer-in- Charge reserves right to order deviation from the quantities mentioned in the tender. The contractor shall execute the additional / curtailed quantities on the rates quoted in the tender documents within the deviation limits as per latest CPWD guidelines available on the last date of submission of tender. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derive from the execution of supply in full as mentioned intender but which did not derive any consequence of the full supply of material mentioned in tender not having been ordered. It is not necessary to use all items in the BOQ/Schedule during contract Period. The use shall be based on the requirement at Site. Contractor cannot claim payment against Storage of items to maintain the deadline of completion of work as per Tender.
 17. Lowest Bidder (L-1) will be decided from the Cumulative Value of all items in the BOQ (Schedule).
 18. **List of Eligibility Documents to be scanned and uploaded within the period of bid submission:-**
 - a) ~~Copies of Contractor's License/Enlistment of appropriate Class and category as per the tendered work issued from Central Govt./State Govt./Centre PSU/State PSU and Autonomous Bodies of Govt. of India.~~
 - b) Demand Draft of any scheduled Bank against EMD in favour of AIIMS, Kalyani.
 - c) Appendix 'A to C' duly filled in and signed.
 - d) Certificate of Work Experience & completion Certificate of Similar works (under Pre-Qualification Criteria) issued from the office of tendering officer.
 - e) Certificate of Registration for GST and copy of latest filed return.
 - f) Copies of Balance Sheets and Profit and Loss account for the last 3 financial years so that net profit and turnover may be ascertained.
 - g) Copies of ESI Registration application acknowledgement alongwith one sample Electronic Challan .
 - h) Copies of EPF Registration application acknowledgement alongwith Payment Confirmation Receipt.
 - i) ~~The Bidder should have their Registered Office/Branch in Kalyani. If not, an Office should be opened in Kalyani within 30 (Thirty) Days of the award of Work. Details of Address Proof of Office located at Kalyani should be given.~~
 - j) Declarations to be given by the Tenderers (as per Page 06.)
 19. Information & Instruction for Contractor will form Part of NIT.



Superintending Engineer
AIIMS, Kalyani

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 Superintending Engineer 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, 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



GENERAL RULES & DIRECTIONS

Name of Work:- Provision of Medical Gas Pipelines for Pulmonary Medicine Department in OPD building at AIIMS Kalyani

The work is estimated to cost **Rs.6,35,164 (RUPEES SIX LAKH THIRTY FIVE THOUSAND ONE HUNDRED SIXTY FOUR ONLY)**

1. The time allowed for carrying out the work will be Six months from the Date of Start (which shall be reckoned from 10th day of issue of letter of acceptance) or from the First Date of handing over of the site, whichever is later.
2. **Pre-Qualification Criteria:**
Intending bidder would be eligible to submit the bid provided he complies with the following conditions:

a) He should have satisfactorily completed similar works in ***last 07 (Seven) Years*** ending 31st Mar 2023 as follows:

(“**for this tender** similar work” means MGPS work. The experience of similar work should be from Central Govt./State Govt./Centre PSU/State PSU and Autonomous Bodies of Govt. of India)

- 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

Note : 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.

b) **He should have average Annual Financial Turnover of Rs. 3.17 Lakh (Rupees Three Lakh Seventeen Thousand Only)** during the immediate last **03 (Three)** consecutive financial years ending 31st Mar 2023.

c) He should have registration with **Employee Provident fund (EPF) commissioner** and **Employee State Insurance (ESI) Corporation.**

d) He should have positive net worth and should not have incurred loss in last 03 (three) years ending 31st March 2023, for which he would submit documentary proof dully certified by a Chartered Accountant.

e) The successful Bidder/ Firm shall have to submit a valid License from Competent License Authority under the provision of Contract Labour Act and Contract Labour Central Rule.

3. **Bid Related Directions:**

- i. Agreements shall be concluded with the successful bidders in prescribed format. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
- ii. 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 would form part of agreement.

iii. Conditional Bids shall not be entertained and will be out rightly rejected .

iv. Preparation & Submission of Tender through Online. The Tender should be submitted in 02(Two) Parts i.e. Technical Bid and Financial Bid Respectively.

4. **Earnest Money Deposit** The bidders shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs.12703.00 (Rupees Twelve Thousand Seven Hundred Three Only)** by way of Demand Drafts only. **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.
 - Exemption from EMD as given to MSME firms, is applicable only for material supply and service, hence not applicable in this tender.
5. **Performance Guarantee/ Performance Security Deposit.** *The successful bidder will be required to furnish a Performance Guarantee of 5 % of contract amount* after receiving notification of award, in the form of either **Fixed Deposit Receipt** or Bank Guarantee from any Nationalized Bank **duly pledged in the name of the "All India Institute of Medical Sciences, Kalyani"** 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 or shall be forfeited automatically without any notice to the contractor.
6. 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 of conditions.
7. 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 03329991575 may be contacted.
8. The Competent Authority, the Executive Director, AIIMS Kalyani 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.
9. Canvassing whether directly or indirectly, in connection to bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
10. The Competent Authority, The Executive Director, AIIMS, Kalyani 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.
11. The contractor shall not be permitted to bid for works in AIIMS, Kalyani if his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are

subsequently employed by him and who are near relatives to any gazetted officer in the AIIMS, Kalyani. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

12. No Engineer of Gazetted Rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India will be 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.
13. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
14. This notice inviting e-tender 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 e-tender, 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.
15. The Income Tax and other taxes as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.

Superintending Engineer
AIIMS, Kalyani

FORM FOR FINANCIAL INFORMATION

(Financial Analyses)

Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account duly Certified by the Chartered Account, as submitted by the applicant to the Income Tax Department (copies to be attached).

Sl. No.	Description	2020-22	2021-22	2022-23

Note : Gross Annual Turn Over only.(Rs.)

FORM FOR DETAILS OF ALLWORKS OF SIMILAR CLASS**COMPLETED DURING THE LAST 07 (Seven) YEAR****(i.e., FOR THE YEAR ENDING MAR 2023)**

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

(Signature of the Authorized Bidder with Seal)

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.	:

(Signature of the Authorized Bidder with Seal)

Bidder's Undertaking against item rate bid for work

Name of Work : Provision of Medical Gas Pipelines for Pulmonary Medicine Department in OPD Building at AIIMS, Kalyani

I/We have read and examined the notice inviting tender, schedule along with Appendices A, B, and C Specifications applicable, Scope of work, 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 documents for the work.

A sum of **Rs.12703.00 (Rupees Twelve Thousand Seven Hundred Three Only)** is hereby forwarded as **Earnest Money** in form of Bank Guarantee of scheduled Bank/Demand Draft of a scheduled Bank as per NIT requirements.

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 forfeit the said Earnest Money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Executive 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 rates 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) mentioned by me/us have not been got executed through another contractor .If such a violation comes to the notice of AIIMS, Kalyani, I/We may be debarred for tendering in AIIMS, Kalyani and the Executive Director, AIIMS, Kalyani or his successors in office shall be free to forfeit the entire amount of my/our 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 : *
(* To be filled in by the Contractor.)

Occupation:

*

CONDITIONS OF CONTRACT

Name of Work: Provision of Medical Gas Pipelines for Pulmonary Medicine in OPD at AIIMS KALYANI

1. The contractor shall be deemed to have examined the Contract documents, generally obtained his information in all matters whatsoever that might affect the execution of the works at the quoted rates and to have satisfied himself to the sufficiency of the tender.
2. 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.
3. **Specifications:** The work shall be carried out as per CPWD Specifications for Medical gas pipeline with respect to pipeline distribution system and other related CPWD specifications if any, 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.
4. **Testing :** To be done for connection ,pressure,alarm and visual check of control panel through reputed third party inspection agencies(TUV , SGS, Lloyd's etc)
5. **Schedule :** This agreement is based on rates of estimated rates of HSCC in AIIMS Kalyani project.
6. **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 where there is no obstruction to traffic or other agencies and activities.
7. **Inspection of Work:** The Engineer-in-charge or any person authorised by him shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. Contractor shall have to rectify all defects pointed out during their inspection without delay .This will, however, not relieve the contractor from any responsibility for the work.
8. 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
9. All materials issued in the works shall be open 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 may be tested on site if so desired by Engineer in Charge and may be rejected if found not in accordance with the specifications .The contractor shall carry out necessary test as per the direction of Engineer in charge in approved NABL/ Govt. laboratories and submit satisfactory test report before the Engineer-in-charge. The expenses towards all such tests are to be borne by the contractor . Tests shall be conducted as per relevant Indian Standard Specifications.
10. All manufacturer's certificates of tests showing that the material have been tested in accordance with the requirement of the appropriate Indian standard, other relevant specification are to be supplied free of charge.
11. 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.

12. All Electrical Connections/Wirings etc. (if required) for the work shall have to be taken from the nearest source with prior permission from Superintending Engineer . All expenses on this account shall be borne by the contractor. The electrical expenses shall be charged based on the meter reading. The duly tested and certified meter will be supplied by the contractor .
13. Water if available may be supplied to the contractor by the department subject to the following conditions: - (i) The water charges @ 1 % of amount of the work done shall be recovered . (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 does not guarantee to maintain uninterrupted supply of water. In the event of any temporary breakdown in the department's water supply system , the contractor(s) shall make alternative arrangements for water at his/ their own cost 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.
14. ~~The contractor shall engage necessary staffs/ technical person as per~~ The following table :-

Value of Work	Ser. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
							(Figures)	(Words)
For Agreement amount up to Rs 150 Lakhs	(a)	Graduate Engineer OR Diploma Engineer	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 Agreement 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

~~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 noncompliance and recovery will be made as above.~~

15. Contractor shall take all precautionary measures to avoid any damages to adjoining property. All necessary arrangement shall be made at his own cost.
16. **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.
17. 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.

18. All labour should be in good health, capable of doing strenuous work, work at heights and not having any criminal cases pending against them. They should be PVR clear with a character certificate from a gazette officer or headmaster or Mukhiya, Sarpanch, local council or their higher level authorities.
19. Workers detected, by AIIMS KALYANI Engg. group, as showing poor workmanship, wastage of water, ill behavior, not able to understand instructions, doing suspicious or unrelated work , etc. will have to be removed and new workers will have to be brought by the agency.
20. Required safety measures is to be adopted before starting works, so that any inconvenience may not be faced by the patient/ medical staff.
21. The contractor must deploy his manpower in the night time to complete the work if the circumstances do not permit to work in official time.
22. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall be borne by the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in his regard shall be entertained/accepted by the department. Also Contractor is responsible to the damage caused to any man/material other than his team during execution and AIIMS KALYANI will not be responsible for that.
23. Some works may require working under foul and wet conditions like water tank cleaning, mud cleaning, repairs to sewage line, manholes etc. for which willing and experienced labour will be deputed within the scope of the same order.
24. All melba/rubbish/silt/waste, garbage etc. generated due to any operation whatsoever shall be disposed of on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said Melba (approx. 4.5 cubic meters), the same shall be disposed of by the contractor to the authorized municipal dumping ground and nothing extra shall be paid on this account. **In case of non-removal/disposal after accumulation of such specified quantity, a Compensation of Rs. 1,000/- (Rupee ONE THOUSAND only) per day shall be recovered from the contractor.**
25. No canteen facility or rest room or medical assistance will be provided to the workers from AIIMS Kalyani in return of working for this order
26. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
27. No claims of the labors shall be entertained by the Department including that of providing employment, regularization of services etc.
28. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his or his labour in carrying out the work .
29. The contractor shall clear the site properly after the completion of the work. He shall back the premises and other articles provided by the department to the AIIMS KALYANI at the time of closure of the contract.
30. No permanent /temporary huts/structures shall be constructed by the contractor at the site of work or at any government land/premises. Such structures, if any, found at the site or at AIIMS, KALYANI land shall be demolished and removed at the cost of the agency without any notice. This however may be allowed by AIIMS Kalyani for purpose of productive activities like material storage, etc.
31. The contractor shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, KALYANI site or for any accident caused to

them and the institute shall not be liable to bear any expense in this regard.

32. The contractor 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, KALYANI for whatever reason. The contractor shall also be responsible for the insurance of its personnel.
33. The contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications:-
 - a. The Payment of Wages Act 1936.
 - b. The Employees Provident Fund & MP Act, 1952.
 - c. The Contract Labor (Regulation) Act, 1970.
 - d. The Payment of Bonus Act, 1965.
 - e. The Payment of Gratuity Act, 1972.
 - f. The Employees State Insurance Act, 1948.
 - g. The Employment of Children Act, 1938.
 - h. The Motor Vehicle Act, 1988.
 - i. Minimum Wages Act, 1948.
 - j. (All with up-to date corrections)
34. It will be the bidder's liability that the rate quoted by should be adequate for not only execution of the work but also for meeting all above obligations and requirements.
35. **Breach of Terms and Conditions:** Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. In case of breach of any terms and conditions the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, KALYANI . Also, in such event the EMD shall also be forfeited.
36. **Termination of Contract:** AIIMS, KALYANI would have the right to terminate the contract by giving one month's notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, KALYANI rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of in discipline on the part of the Tenderer or his staff. The decision of AIIMS, KALYANI 's management in this regard would be final and binding on the Tenderer.
37. **Dispute Settlement:** It is mutually agreed that all differences and disputes arising out of or in connection with these agreements 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 Director, AIIMS, KALYANI 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 frame work of applicable legislation and enactment made from time to time.
38. **Arbitration:** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Kalyani. The decision of the Arbitrator shall be final and binding on the both parties.
39. The Lowest Bidder will be decided as per the Rates quoted by the Bidder in schedule of quantities. The Rate Quoted by the Bidder will be including GST.
40. Payment to the contractor against the work done ,shall be made on monthly basis after due certification by the representative of Engineer- in-Charge, of the correctness and admissibility of the monthly bill submitted by the contractor.

41. The contractor will have to submit the monthly bank transaction statement showing details of salary of staffs.
42. The contractor shall disburse wages to his workers by 7th day of each month through Electronic Transfer (ECS). In case due to any circumstances beyond control of contractor, payment shall be made by bearer cheque for the period up to maximum of three months. Under any circumstances, cash payment of wages is not acceptable.
43. The contractor shall not pay the wages less than what is legally admissible to be paid along with other elements as mentioned above. Any violation in this regard will result into the forfeiture of the Performance Security in addition to severance of this contract. The contractor will not charge any money or seek any gratitude or favor in any form from his workmen for this job before or after the deployment. An undertaking in this regard will be attached with the biodata of the work manpower which will be signed by the contractor as well as by the personnel deployed. Any violation of this clause would lead to termination of the contract and penal action as appropriate. The contractor will submit, along with his every bill ,the documents such as proof of deposit of ESI, EPF, Service Tax/GST proof of payment of salary through ECS.

Superintending Engineer
AIIMS, KALYANI

GENERAL CONDITIONS

1. The material used in the work shall be as per CPWD specifications with up to date correction slip and if not specified in CPWD Specifications, as per IS specifications and as per item description.
2. In the event of any variation between CPWD specifications and that in the IS Code the former shall take precedence over the later. In the event of variation between the nomenclature of item as per schedule of quantities and specifications, the former shall prevail.
3. The sample of all the items shall have to be got approved by the Contractor from the Engineer-in- Charge, and this shall be without prejudice to the right of Engineer-in-Charge to get random samples tested out of the actual lot received as per additional conditions.
4. The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.
5. The Engineer-in-Charge shall be at liberty to test respective sample(s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample for testing shall be provided by the contractor. If the test proves satisfactory and the material is accepted, the testing charge in respect of satisfactory test shall be borne by the contractor himself. All other expenditure required to be incurred for making available the sample, conveyance and packing etc, shall be borne by the contractor himself. In case any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications and the rejected lot shall only be returned to the contractor after fresh lot is supplied. Testing charges in respect of failed sample will be borne by the contractor himself.
6. Rejected materials shall have to be removed by the contractor at his own cost within a week of the instructions of doing so. Also go-down rent as decided by Engineer-in-Charge shall be charged by the department.
7. In case of any dispute regarding rejection of quantity of materials the decision of Engineer-in-Charge shall be final and binding up on the contractor.
8. For materials used in this work, the record shall be maintained at site in as standard Performa to watch quality and consumption of the material.

Superintending Engineer
AIIMS, KALYANI

FORM FOR PERFORMANCE SECURITY (BANK 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 notwithstanding 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, notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____(Rupees _____only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the ___ day of _____ for _____

(Indicate the name of Bank)

Format for Agreement

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

This Agreement is made at Kalyani on this (day) of(Month) 20__.

BETWEEN Executive Director, AIIMS, KALYANI represented through Superintending Engineer, AIIMS, KALYANI (hereinafter referred as the (Address) “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs) AND (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs) Preamble WHEREAS, the Principal/Owner has floated the Tender (NIT No. (hereinafter refer red to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “(Name of work).” hereinafter referred to as the “Contract”.

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

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

The Tendered Value which has been accepted by Competent Authority for “(Name of work).” 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 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 process or 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 whatsoever during the Tender process or during the execution of the Contract.

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

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

including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.

Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article - 3 : Consequences of Breach:

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article-2 above or in any other form, such as to put his reliability or credibility in question, the

Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may before vigor for a limited period as decided by the Principal/Owner.

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

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article - 4 : Previous Transgression.

1. The Bidder declares that no previous transgressions occurred in the last 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender processor action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

Article - 5 : Equal Treatment of all Bidders/Contractors/Sub-contractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

2. The Principal/Owner will enter in to Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article - 6 : Duration of the Pact.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS, KALYANI .

Article – 7: Term & Conditions of Payment.

- a. 100% payment will be released after due certification of RA Bill/Final Bill by Engineering-in-charge or his representative after completion of work.
- b. Security Deposit 3% of contract value will be deducted from the bills of the Contractor.
- c. The Income Tax as application shall be deducted from the bills unless exempted by the Income Tax Department.
- d. Labour CESS @ 01% will be deducted from the Bill.
- e. If water is used from the AIIMS, KALYANI , then water charges will be deducted @1% of the value of work done.
- f. Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Superintending Engineer, then amount as per the usage shall be deducted from the gross bill amount as suggested by Superintending Engineer .
- g. All the work shall be completed within 06 (Six) Months from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the Rate of 01% per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of the contractor (as per GCC

– 2020) shall be levied subject to maximum of 10% of the accepted tendered valued of the work.

h. It will be mandatory for the bidders to indicate their bank account number and over relevant e-payment details so that payment could be made through RTGS/Other mechanism.

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

Article - 8 : Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Kalyani 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 - 9 : LEGAL AND PRIOR RIGHTS.

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

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

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

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

WITNESSES:

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

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

Dated :

Dated :

Place : Kalyani

Place : Kalyani

Other Terms & Conditions

A. In general the scope of works to be performed under this contract shall include but not limited to:-

- Supply, transportation to site, loading, unloading, storage, installation, testing, commissioning, validation and handingover of entire facility at AIIMS KALYANI.
- Effective co-ordination with the other agencies (internal & external) to carry out the work smoothly.

B. PRICE:

- Price shall be inclusive of all taxes & duties whatsoever, excise duty, sales tax, GST service tax, octree (if any), work contract tax, commissioning spares, labour, tools & plants, packing, freight/ transportation & insurance up to the site, loading, unloading, fee (s) for testing, license, inspection, documents, etc., where applicable. AIIMS KALYANI does not give any confessional forms/ certificates/ permits towards any taxes, duties & other levies like sales tax, customs duty, road taxes/ permits, etc. Prices shall be firm throughout the contract period.

C. NEW MATERIALS

- All equipment, materials used in the work shall be brand new and free from manufacturing defects.

D. REPLACEMENT OF DEFECTIVE/ DAMAGED ITEMS

- All defective/damaged items shall be replaced with the good ones without any extra cost as per guarantee clause.

E. TOOLS & TACKLES:

- All the required special tools & tackles for executing this work shall be in the scope of the bidder.

F. QUALITY OF WORK & WORKMANSHIP:

- The quality of work, workmanship, finishing etc. should be satisfactory to the AIIMS KALYANI. No payment shall be made for inferior quality or rejected work.

G. TESTING AND INSPECTION:

- All items to be supplied shall conform to type tests as per the relevant standards. The bidder shall furnish the reports of all tests carried out. These reports should be for the tests conducted on identical/similar components/equipment/systems to those offered /proposed to be supplied under this contract. In case type test reports are not found to be meeting the specifications/relevant standard requirement then all such tests shall be conducted under this contract by the contractor free of cost to owner and reports shall be submitted for approval. All test shall be carried out in the presence of the inspecting officer from AIIMS KALYANI.
- The decision to inspect/waive shall rest with the AIIMS KALYANI. Items can add/delete/modify the same in the interest of organization/work from time to time considering cost, quantity, significance, completion schedules etc.
- If any equipment/material fails in the tests conducted during inspection, necessary rework/replacement shall be done and equipment shall be re-offered for inspection without any cost to owner.

H. STATUTORY LAWS/RULES/APPROVALS/LICENSE:

- The contractor/agency shall abide by the relevant statutory rules, laws, and guidelines and arrange for the approvals, if any required. That include adhering to labour laws and rules etc.

I. SITE TESTS/ PERFORMANCE TESTS:

- Necessary site validation tests/ performance shall be conducted to ascertain the functional / design/ site requirements. Reports shall be prepared recording the various values, parameters, observations, settings made etc. In case of unsatisfactory results, the same shall be replaced/ rectified as per the requirement without any extra cost.

J. HANDING OVER/ CERTIFIED DATE OF COMPLETION:

- Up on the satisfactory commissioning of the entire system, the system shall be observed till submission of testing/commissioning/validation reports. After this satisfactory trial period, the work shall be handed over officially and completion date recorded by Engineer-in- charge with all the necessary formalities for handing over.

Note: -

1. The material to be used in the work shall be got approved from the Engineer-in-Charge before its use at site. The Engineer-in-Charge shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not as per specifications.
2. The contractor will be responsible for malfunctioning of material supplied by him, it might be due to poor workmanship or due to spare supplied by him or any other reason.

Schedule of Quantities and Proforma for Quoting Rates
(To be submitted in Financial Bid)

Sl. No	Name of Items	Unit	Qty	Rate Inclusive of GST (in Rs.)	Amount Inclusive of GST (in Rs.)
1	OXYGEN SYSTEM:-				
1.1	Supplying and fixing Surface/panel/pendant mounted front, Loading double lock Oxygen outlets with matching Adapters Nipple type for Ventilators/HFNO (PB type) as per standards.	Each	11		
1.2	Supplying and fixing Oxygen Flowmeter & Humidifier Bottle with Adapter. Back Pressure Compensated Flow meter within a range of 0-15LPM where 0-5 LPM should be with expanded scale Humidifier bottle should be made of unbreakable polycarbonate materials and auto cleavable at 1210C (to be supplied along with required low pressure tubing and face mask).	Each	11		
1.3	Supplying High Pressure color coded white Tubing having Anti-static core as per ISO Standards.	Meter	15		
2	MEDICAL AIR SYSTEM:-				
2.1	supplying and fixing Surface/ panel/ pendant mounted front loading double lock Medical Air-4 bar Outlets with matching Adapters (PB type).	Each	11		
2.2	supplying high pressure color coded black Tubing having Anti-static core as per ISO Standards.	Meter	15		
3	VACUUM SYSTEM:-	Each	11		
3.1	supplying and fixing Surface/panel/pendant mounted front loading double lock Vacuum Outlets (PB Type) with Matching Adapters.	Each	11		
3.2	supplying and fixing Ward vacuum Unit : It shall include vacuum regulator along with -760 mm of Hg & vacuum gauge,1000 ml capacity reusable poly carbonate collection bottle with overflow safety trap and auto cleavable at 121 degree Centigrade with plastic slide wall mounted type (to be supplied along with required low pressure tubing with catheter)	Each	11		
3.3	Supplying high-pressure color-coded yellow Tubing having anti-static core as per ISO Standards.	Meter	15		
3.4	Supplying Low Pressure Tubing having anti-static core as per ISO Standards.	Meter	15		

4	Supply, Installation, Testing and commissioning of copper piping with Certified Copper Pipes as per BSEN 13348: 2008. Pipe sizes will be as follows:				
4.1	12mm OD X 1 mm thick	Meter	11 1		
4.2	15mm OD X 1 mm thick	Meter	98		
4.3	22mm OD X 1 mm thick	Meter	83		
4.3	28mm OD X 1 mm thick	Meter	17		
5	Supplying and fixing Isolation Valve with brass adapters.				
5.1	22 mm ball valve	Each	2		
5.2	28 mm ball valve	Each	1		
6	supplying and fixing VALVE BOX with NIST connectors for oxygen with lockable arrangement and breakable glass cover.				
6.1	3 valve configuration with size 15 O ₂ , 15 MA ₄ ,22VAC	Each	2		
7	supplying and fixing ALARM SYSTEM : Providing and fixing digital alarm system for Medical gas system complete consisting of pressure sensors, panel and the control cabling.				
7.1	3-service Alarm Configuration for Oxygen, Medical Air and Vacuum.	Each	2		

E-Tendering Instructions to Bidder(s)

General. The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS KALYANI has decided to use the portal <https://www.tenderwizard.com/AIIMSKALYANI> through an ASP, M/s. ITI Ltd., BHUBANESWAR.

Instructions.

1. Tender Bidding Methodology. Two Stage Online Bidding.

2. Broad outline of activities from Bidders prospective:

- (a) Procure a Class III Digital Signature Certificate (DSC).
- (b) Register on the e-Procurement portal www.tenderwizard.com/AIIMSKALYANI.
- (c) Create Users on the above portal.
- (d) View Notice Inviting Tender (NIT) on the above portal.
- (e) Download Official Copy of Tender Documents from the above portal.
- (f) Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, Kalyani.
- (g) Bid-Submission on the above portal.
- (h) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
- (j) Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS, Kalyani’s Post-TOE queries.
- (k) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).

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

3. Digital Certificates. For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration. To use the Electronic Tender portal www.tenderwizard.com/AIIMSKALYANI, 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 : *After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/ activated.*

- (a) The Bidder must ensure that after following above, the status of bid submission must become - “Submitted”.
- (b) Please take due care while scanning the documents so that the size of documents to be uploaded remains

minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

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

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

5. Bid submission. The entire bid-submission would be online on the Tender wizard portal i.e. <https://www.tenderwizard.com> /AIIMS, Kalyani.

6. Broad outline of submissions are as follows:-

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

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

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

9. Tender Processing Fee. You pay processing fee (0.1% of ECV + GST as applicable (Min. 750/- & Max 7500/- + GST as applicable)) through online (Credit card/ Debit card/ Net Banking), when participating in the e-tender.

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

Important Note. *In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSKALYANI by the bidders in time, then AIIMS, Kalyani will promptly reschedule the affected event(s).*

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

users of Supplier organizations. Various links are also provided in the home page.

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

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

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.).
5. While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each 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. Sanjeeb Mahapatra (08249821902), Mr. Mayank Singh Thakur (08800115628), Helpdesk-011-49424365, ITI email ID for mailing communication: twhelpdesk680@gmail.com /twhelpdesk404@gmail.com /mayank.s@etenderwizard.com /sanjeeb.m@etenderwizard.com .