



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, Basantapur, Saguna, Kalyani, District Nadia, West Bengal 741245

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NIT No. : 2091/P12074/1/22-23(E-Tender-ENGG)

Date: 21-10-2022

## Notice Inviting e-Tender

For

**One year Comprehensive Maintenance Contract for  
maintenance and operation of 43 nos. Lifts at AIIMS,  
Kalyani.**

Certified that this tender document contains **31 (Thirty One)** pages only.

**A.P. Shrivastava**  
**Superintending Engineer**  
**AIIMS, Kalyani**

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**ALL INDIA INSTITUTE OF MEDICAL SCIENCE, KALYANI**  
**NOTICE INVITING E-TENDER**

(a)	Name of Work	<b>One year Comprehensive Maintenance Contract for maintenance and operation of 43 nos. lifts at AIIMS, Kalyani.</b>
(b)	Tender No.	<b>2091/P12074/1/22-23(E-Tender-ENGG)</b>
(c)	Contract Period	01 (One) Year, Extendable by up to 6 months as decided by AIIMS.
(d)	Estimated Cost	<b>Rs. 53,97, 000/-</b> (Rupees <b>Fifty Three Lakh Ninety Seven Thousand Only</b> )
(e)	Earnest Money Deposit (EMD)	<b>Rs. 1,07,940/-</b> (Rupees <b>One Lakh Seven Thousand Nine Hundred Forty Only</b> )
(f)	Performance Security (Bank Guarantee)/ Security Deposit	<b>2.5%</b> of Tendered Cost.
(g)	Tender documents will be Issued From	<b>Download from Institute Website.</b> (i.e. <a href="http://www.aiimskalyani.edu.in">www.aiimskalyani.edu.in</a> , <a href="https://www.tenderwizard.com/AIIMSKALYANI">https://www.tenderwizard.com/AIIMSKALYANI</a> ,
(h)	Last Date, Time & Place of Submission	<b>16/11/2022 17:00</b>
(i)	Date, Time for opening of Technical Bid	<b>17/11/2022 11:00</b>

1. The time of submission of Tender is **Dt 16/11/2022 17:00** The intending Bidder must read the Terms & conditions of AIIMS, Kalyani carefully. He/They should only submit his/her/their bid if he/she/they consider himself/themselves eligible and he/she/they is/are in possession of all the documents required.

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](http://www.aiimskalyani.edu.in) Or <https://www.tenderwizard.com/AIIMSKALYANI>,

Superintending Engineer  
AIIMS, KALYANI

## **INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING**

The Superintending Engineer , AIIMS, Kalyani invites on behalf of Executive Director, AIIMS, Kalyani, Item Rate Tender from Lift License Holder Contractor (MV or above) with experience of similar Work as per eligibility Criteria in Two (02) Bid system (Technical & Financial respectively) from any Central Government/State Government/Central PSU/State PSU/Govt. Autonomous Body for the following works :-

Ser. No.	Description	Details
(a)	NIT No.	2091/P12074/1/22-23(E-Tender-ENGG)
(b)	Name of Work:	<b>One year Comprehensive Maintenance Contract for maintenance and operation of 43 nos.lifts at AIIMS ,Kalyani</b>
(c)	Estimated Cost	<b>Rs. 53,97000/-</b> (Rupees Fifty Three Lakh Ninety Seven Thousand Only)
(d)	Earnest Money	<b>Rs. 1,07,940/-</b> (Rupees One Lakh Seven Thousand Nine Hundred Forty Only)
(e)	Period of Completion	01 (One) Year , Extendable by up to 6 months as decided by AIIMS
(f)	Last date and time of online submission of Tender	<b>16/11/2022 17:00</b>
(g)	Time and date of online opening of Documents	<b>17/11/2022 11:00</b>
(h)	Time and date of opening of Online Financial Bids	<b>To be intimated latter</b>
(j)	Period during which hard copies of EMD (in Original), Registration Certificates, Undertaking and other Documents to be submitted to the Office of <b>procurement section , Academic Block 1,AIIMS Kalyani</b> by the Bidders  for reference and the Deposit confirmation may be sent to EE© or SE (I/C) through e-Mail <a href="mailto:se@aiimskalyani.edu.in">se@aiimskalyani.edu.in</a> or <a href="mailto:se@aiimsKALYANI.edu.in">se@aiimsKALYANI.edu.in</a> , and Cc to <a href="mailto:e-tender@aiimskalyani.edu.in">e-tender@aiimskalyani.edu.in</a> However, the Eligibility will be considered as per uploaded Documents.	To be submitted <b>on same Daye i.e. on 16/11/2022</b> i.e., by 16/11/2022. In case the last day happens to be closed holidays, these Documents shall be submitted on the next working day failing which technical Bid will not be considered for Evaluation.

1. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. 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](http://www.aiimsKALYANI.edu.in) free of cost.

4. For e-tendering of this tender, AIIMS 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 No. 08249821902). If needed they can be imparted training on online bidding process as per details available on the website.
5. The intending bidders must have valid class-III digital signature to submit the bid.
6. The bid can be submitted only after depositing e-tender Processing Fee in favor of ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission.
7. 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 period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
8. Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
9. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
10. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
11. If the contractor is found ineligible after opening of bids, his bid shall become 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 become invalid and.
13. ***The Bidders shall have to submit original instrument for EMD and self-certified copies of all the scanned and uploaded documents on the same Days i.e. 16/11/2022 in the office of Tender Opening Authority. List of Eligibility Documents to be scanned and uploaded within the period of bid submission:-***
  - (a) Demand Draft of any scheduled Bank against EMD in favor of AIIMS, KALYANI.
  - (b) Appendix `A to C' duly filled in (Pages 10 & 11 ref.) and signed.
  - (c) Certificates of Work Experience & Completion Certificate of Similar Work from Client not below the Rank of Executive Engineer, as mentioned in Ser. No. - 4, Page No. - 7 refers under Eligibility Criteria.
  - (d) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
  - (e) Copies of Balance Sheets
  - (f) Copies of Contractor's License (MV or Above).
  - (g) Copies of ESI Registration.
  - (h) Copies of EPF Registration.
  - (j) Declarations to be given by the Tenderers (as per Page 06.).
14. 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:-**

(a) I /We have gone through CPWD W-8 amended up to correction Slip No.6 as available on website <https://www.tenderwizard.com/AIIMSKALYANI/www.aiimskalyani.edu.in> or in the office of Superintendent Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

**Date :** \_\_\_\_\_

**Signature of the Tenderer**

(b) “I, .....S/o Shri ..... resident of.....hereby certify that none of my Relative(s) as defined in Paragraph 14 of CPWD W-6 is/are employed in AIIMS Civil Zone, Kalyani. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me”.

**Date:** \_\_\_\_\_

**Signature of the Tenderer**

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

(c) “I/We undertake and confirm that eligible similar Work(s) has/have not been got executed through another contractor on back to back basis. Further, it is stated that, if such a violation comes to the notice of Department, than I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, 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**

## **GENERAL RULES & DIRECTIONS**

### **Name of Work: One year Comprehensive Maintenance Contract for maintenance and operation of 43 nos. lifts at AIIMS, Kalyani**

1. The work is estimated to cost of **Rs. 53, 97,000/-** (Rupees **FIFTY THREE LAKH NINETY SEVEN THOUSAND ONLY**). The estimate, however, is given merely as a rough guide.
2. Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. The similar work means, Lift Maintenance with or without Operation thereof.
3. **Eligibility Criteria.** Contractor who fulfill following requirement shall be eligible to apply :-
  - (a) Three (03) similar works (Lift Maintenance with or without Operation thereof), 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 31<sup>st</sup> Mar 2022. 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) **Should have average Annual Financial Turnover (50% as per CPWD norms) of Rs. 27,00,000/- (Rupees Twenty Seven lakhs only)** during the immediate last **03 (Three)** consecutive financial years ending 31<sup>st</sup> Mar 2022.
  - (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 31<sup>st</sup> March 2022, duly certified by Chartered Accountant.
  - (e) The experience of similar work should be from Central Govt., State Govt., PSU and Autonomous Body.
  - (f) Agreements shall be drawn with the successful bidders for item/items on prescribed format. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
  - (g) The site for the work is available.
  - (h) 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.
  - (j) The Bidder/Firm should have Lift (MV or Above) Valid Contractor's License.

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

(l) The time allowed for carrying out the work will be One year further 06 months as decided by AIIMS from the Date of Start (which shall be reckoned from 10<sup>th</sup> day of issue of letter of acceptance) or from the First Date of Handing Over of the Site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents. The tender is initially for a period of one year and may be repeated for a further period of 06 months as decided by AIIMS, on the same Terms and Conditions and Rates.

4. **Preparation & Submission of Tender through Online. The Tender should be submitted in 02 (Two) Parts : Technical Bid and Financial Bid. The Technical Bid should be sent by the Bidder online as “Technical Bid for One year Comprehensive Maintenance Contract for maintenance and operation of 43 nos.lifts at AIIMS ,Kalyani.”**

**Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 1,07,940/-** (Rupees **One Lakh Seven Thousand Nine Hundred Forty 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.

1. **Performance Guarantee.** *The successful bidder will be required to furnish a Performance Guarantee of 2.5 % of Contract Value* 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 Contract or shall be forfeited automatically without any notice to the contractor.

2. 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.

3. 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.**

4. The Competent Authority on behalf of 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.

5. 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.



6. 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.
7. The contractor shall not be permitted to bid for works in the AIIMS, KALYANI responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, 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.
8. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India 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.
9. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
10. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
11. (a) *The Income Tax and other taxes as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.*
12. **List of Documents to be submitted along with the Technical Bid.**
- (a) Demand Draft of any scheduled Bank against EMD.
  - (b) Form A to C duly filled in.
  - (c) Certificates of Work Experience & Completion Certificate of Similar Work from Owner.
  - (d) Certificate of Registration for GST and acknowledgement of up-to-date filed return if required.
  - (e) All documents as per Ser. No. 13 (a) to (k) (Page - 05 refers).

**Superintendent Engineer  
AIIMS KALYANI**

Appendix `A`

**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).

Ser. No.	Description	2019-20	2020-21	2021-22

**Note** : Gross Annual Turn Over only.

Appendix `B`

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

(i.e., FOR THE YEAR ENDING MAR 2018)

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

(Authorized Signature of the Bidder with Seal)

**Appendix `C`**

**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 ofTender/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)

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

**E-Tender for the work of : One year Comprehensive Maintenance Contract for  
maintenance and operation of 43 nos.lifts at 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. 1,07,940/-**(Rupees **One Lakh Seven Thousand Nine Hundred Forty 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 : \***

**(\* To be filled in by the Contractor.)**

**APPENDIX D****Details of lifts covered in this tender**

NO	BLOCK NAME	JOB NO	NO. OF LIFT	Passenger Capacity	Load Capacity	No. of Landing Doors	LIFT MACHINE ROOM TYPE
1	2	3	4	5	6	7	8
1	TYPE-4	L-L3951	1	13	884	6	LMR
2	TYPE-4	L-L3952	1	13	884	6	LMR
3	TYPE-5	L-L3953	1	13	884	6	LMR
4	TYPE-5	L-L3954	1	13	884	6	LMR
5	AYUSH BLOCK	L-M7870	1	26	1768	2	LMR
6	AYUSH BLOCK	L-M7871	1	26	1768	2	LMR
7	AYUSH BLOCK	L-M7872	1	26	1768	2	LMR
8	AYUSH BLOCK	L-M7883	1	GOODS	2000	2	LMR
9	MEDICAL LAB	L-M7889	1	20	1360	7	LML
10	MEDICAL LAB	L-M7890	1	GOODS	2000	7	LMR
11	MEDICAL LAB	L-M7891	1	20	1360	7	LML
12	NURSING COLLEGE	L-M7892	1	20	1360	5	LML
13	NURSING COLLEGE	L-M7893	1	20	1360	5	LML
14	UG MALE	L-L3931		13	884	13	LMR
15	UG MALE	L-L3932	1	13	884	13	LMR
16	TYPE 2(A)	L-L3945	1	13	884	9	LMR
17	TYPE 2(A)	L-L3946	1	13	884	9	LMR
18	TYPE 2(B)	L-L3947	1	13	884	9	LMR
19	TYPE 2(B)	L-L3948	1	13	884	9	LMR
20	PG FEMALE	L-L3946	1	13	884	12	LMR
21	PG FEMALE	L-L3944	1	13	884	12	LMR
22	NURSING MALE	L-L3935	1	13	884	13	LMR
23	NURSING MALE	L-L3936	1	13	884	13	LMR
24	MEDICAL COLLEGE	L-M7887	1	20	1360	5	LML
25	MEDICAL COLLEGE	L-M7888	1	20	1360	5	LML
26	UG FEMALE	L-L3937	1	13	884	6	LMR
27	UG FEMALE	L-L3938	1	13	884	6	LMR
28	OPD FRONT	L-L9359	1	26	1768	6	LMR
29	OPD FRONT	L-L9360	1	26	1768	6	LMR

30	OPD FRONT	L-L9361	1	26	1768	6	LMR
31	LIBRARY	L-M7886	1	24	1632	3	LML
32	LIBRARY	L-M7894	1	GOODS	2000	3	LML
33	OPD FRONT	L-L3958	1	26	1768	6	LMR
34	OPD FRONT	L-L3956	1	26	1768	6	LMR
35	OPD FRONT	L-L3957	1	26	1768	6	LMR
36	OPD BACK	L-L9362	1	26	1768	6	LMR
37	OPD BACK	L-L9363	1	26	1768	6	LMR
38	OPD BACK	L-L9364	1	26	1768	6	LMR
39	OPD BACK	L-L3955	1	26	1768	6	LMR
40	OPD BACK	L-L3958	1	GOODS	2000	6	LMR
41	OPD BACK	L-L9357	1	GOODS	2000	6	LMR
42	TYPE-3	L-L3949	1	13	884	3	LMR
43	TYPE-3	L-L3950	1	13	884	3	LMR

LMR : Lift machine room existing

LML : Lift machine room - less

## **CONDITIONS FOR LIFT WORKS**

### **A. GENERAL CONDITIONS**

1. The agency has to arrange for maintenance support and certified lift attendants in adequate numbers for 43 nos. lifts mentioned in Appendix D and meet all legal obligations requirements as per The West Bengal Lift, Escalator and Travellator Rules, 2020 and other applicable Acts and Rules as per the law of land.
2. The agency shall bear all charges of all tastings, fees and certifications required under above Rules which would be later refunded separately by AIIMS Kalyani to the agency after getting the desired certifications and satisfactory test results.
3. The agency would ensure compliance of all observations made by the inspector of lifts and other authorized inspecting agencies as required for any legal compliance of extension of certificate etc. as and when required. The charges payable to inspectorate for such certification would be initially paid by the agency which will be afterwards refunded to him by AIIMS upon receipt of satisfactory report and certification.
4. In case some charges are to be paid from the portal by the user, the necessary co- ordination and liaisioning will be also done by the agency.
5. The agency would take timely initiative to forward required periodic report and initiate timely renewal of all items covered under the above said Acts and Rules. The reports and applications prepared by agency would be scrutinized and signed by AIIMS officials for sending to outside agencies and departments.
6. The lift maintenance agency should have a valid registration issued by the Lift Committee chaired by Chief electrical inspector, or their officials authorized to issue such registration as per the provisions of clause 73 of West Bengal Lift, Escalator and Travellator Rules, 2020.
7. The lift attendant deputed by the agency should have a valid authorization issued by the Lift Committee chaired by Chief electrical inspector or their officials authorized to issue such authorization as per the provisions of clause 74 of West Bengal Lift, Escalator and Travellator Rules, 2020.
8. The firm should, before quoting in this tender, physically visit the lifts and inspects them in order to have a fair idea of their repair and maintenance requirement and study the available permissions and licenses in order to assess the additional work to be done to fully comply with all the legal requirements to cover his contract period plus 3 months, as mentioned at sl. no 1.
9. The firm should, before quoting in this tender be sure about availability of all kinds of spares , consumables and accessories required for all types of repairs and replacements which become necessary for smooth, safe , efficient and uninterrupted running of these lifts.
10. The agency should note that all the lifts are of M/s Johnson Lifts Pvt. Ltd make who are the OEM (Original Equipment Manufacturer) in this case. Though agency for maintenance need not necessarily be the OEM, he should be in some arrangement with the OEM so that he gets all original spares and consumables required in the lift. The agency participating in this tender would submit a reliable proof in support of availability of original spares fitted in the lift.
11. In case of agency's inability to get spares from the OEM or rectify some defect, AIIMS Kalyani may arrange spares/repairs directly from the OEM and charge the same from the agency. In such case a delay penalty @ 0.5 % of the proportionate contract value for that particular lift (calculated on pro rata basis as per load capacity) left under breakdown, subject to maximum of 10%, shall be charges from the agency.
12. The agency participating in this tender should have experience in maintenance of at least 2 Makes of lifts in order to show that they have capability to maintain latest design lifts of all makes.

13. The firm should, before quoting in this tender, should visit the site and make his full assessment of the surrounding environmental condition, electrical wirings and cablings, humidity as well as moisture formed in the AVAC system, temperature and heat generated in surrounding and other conditions which may cause harm to lift and against which he needs to do suitable preventive maintenance.
14. The lifts are likely to run round the clock as per requirement. So, the attendant and maintenance services should be available round the clock in proportion to the number of users. Enough running spares should be available in firm's stock within short distance so that need to wait till opening of shops on next day does not arise.
15. All minor and moderate breakdowns should be rectified within 8 hours for daytime complaints and within 16 hours for night time complaints.
16. There should be no major breakdown requiring more than a day's time except for natural calamities .For this, the agency should follow standard practice of preventive maintenance like planned shutdown for greasing, oiling, replacement of bushes, bearings, and other moving parts subject to wear and tear.
17. In case of delay in restoring the lift services by more than 3 working days from the breakdown, a delay penalty @ 0.5 % of the proportionate contract value for that particular lift ( calculated on pro rata basis as per load capacity) left under breakdown, subject to maximum of 10%, shall be charges from the agency.
18. The agency would be liable to make replacement of batteries, rewinding of motors, replacement of lights, buzzers, speaker, floor mat, wall lining, ropes, dampers, as and when necessary. His quoted cost would be inclusive of all such expenses.
19. The agency would clean the lift shaft once in a week to make it free from all dust, dirt, foreign material, water cobwebs etc. IN lift rooms, daily cleaning would be done like other rooms.
20. The agency would maintain a daily work diary of all repairs, cleanings, greasing, change of consumables and spares and rectification of breakdowns for each lift.
21. In case of any deficiency in services of quality of spares, a market rate based recovery shall be made from the agency which will be binding on him. The recovery amount shall be deducted from his payment.
22. Payment shall be made every 3 months based on Job Completion Certificate issued from the Engineering department of AIIMS Kalyani.
23. For all these services, manpower and materials, the agency shall quote a lump sum amount and should be able to submit a cost break - up on demand for justification of his quoted rate.

## **B : Quality ,execution and legal aspects related conditions :**

1. For all items of **Lift Works:** CPWD specifications with correction slips up to the date of receipt of tender shall be followed. For the items which are not covered under CPWD specifications; the special conditions/B.I.S. Specifications shall apply. In this regard the decision of Engineer-in- charge shall be final.
2. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments /revision issued thereto up to the date of receipt of tenders.
3. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
4. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.



5. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
6. The work shall be carried out in a manner complying in all respects with the requirements of relevant by the laws of the local bodies, Labor Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
7. All melba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/ hostels and other open spaces whatsoever shall be disposed of on daily basis by the contract or to the specified common disposal point. After the collection of full truck load of the said Melba (17 aprox. 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 in the specified period, a Compensation of **Rs. 1,000/-** (Rupee **ONE THOUSAND** only) per day shall be recovered from the contractor.
8. 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.
9. No claims of the labors shall be entertained by the Department including that of providing employment, regularization of services etc.
10. Complaint register, attendance register and other records will have to be produced either daily according to the requirement or when asked to do so by the Engineer-in-charge or his authorized representative.
11. When a register gets completed, it will be handed over to the concerned J.E./A.E. It will not be returned to the contractor and the same will remain the property of the department.
12. All required register will be issued by Superintending Engineer, AIIMS Kalyani duly marked in chronological order, but the contractor will have to arrange all such registers/stationery etc. Nothing extra shall be paid on this account.
13. The contractor will have to arrange the entire required Computer, furniture etc. at his own cost pertaining to his job and he will take all the settings back only after the expiry of the agreement for which nothing extra shall be paid.
14. The contractor shall take immediate action to attend any complaint assigned to him through site order book/verbal instructions from Engineer-in-Charge ( to be nominated separately for each case ) or his Representative on telephones from occupants. In all cases he shall attend the complaints in the specified duration as mentioned below : -

- (a) **Emergent Complaints** – Complaints of emergent nature of \_\_\_ Works like \_\_\_\_\_  
\_\_\_\_\_ etc. shall have to be attended immediately within 6 hours.
- (b) **Normal Complaints** - Complaints relating to the trades of \_\_\_\_\_ shall have to be attended within 72 hours.

**In case of failure to meet these deadlines a lump-sum amount of Rs. 1,000/- (Rupees ONE THOUSAND only) per complaint per day will be recovered from his bills. One default shall be treated as one complaint. This shall be without prejudice to other remedies available to Engineer-In-charge under this contract to take action against the contractor.**

15. The personnel and laborers engaged by the contractor under this contract shall wear neat and clean uniforms as approved by the Engineer-in-charge along with name badges. An identity card duly countersigned by Engineer-in-charge, or his representative shall be issued to each personnel by the contractor to have proper identifications. The character and antecedents of the staff employed by the contractor shall be got verified from the police by the contractor.

16. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe-guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.

17. All T&P, scaffoldings, ladders/Hydra etc., instruments/meters for maintenance, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.

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

19. All dismantled material will be removed from site by contract or after verification of measurement of the same by JE.

20. The contractor shall make all safety arrangement required for the labor engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained/accepted by the department. Also Contractor is responsible to the damage caused to any man/material other than his team during execution and AIIMS will not be responsible for that.

21. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his or his labor in carrying out the work and shall be rectified by the contractor at his own cost.

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

23. Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.

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

25. The contractor or his engineer at the service center shall maintain complaint register for recording the complaints.

26. Required Space will be handed over to the contractor free of cost by the department; for receiving the complaints and for the engineer engaged by him.

27. The agency shall restore back the premises and other articles provided by the department to the department at the time of closure of the contract.

28. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-

(a) Description of schedule of quantities.

(b) Additional specifications and special conditions, if any.

(c) Contract clauses of General conditions of contract for Central P.W.D. Works.  
(IV) CPWD specifications.

(d) Architectural drawings.

(e) Indian standards specifications/BIS. (vii) Sound engineering practice. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt to Tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

29. The contractor will maintain attendance records of the staff, which will be checked by the Junior Engineer/Assistant Engineer/Executive Engineer/Engineer-in-charge of the work. In case of absence of any staff, recovery shall made at the prevailing Minimum wages applicable.

30. The contractor and/or his authorized agent should see the site order book every day and get the compliance of instruction given by the JE/AE/Engineer-in-charge as per time schedule.

31. All the melba or rubbish obtained from dismantling or otherwise during the execution of the work shall be brought down through the staircase and shall not be thrown to the ground directly

from first floor or second floor etc. this shall be carried and stacked properly to the specified common disposal point on the same day and site shall be left clear as per the instructions of the Engineer-in-charge. A compensation of Rs. 100/- shall be recovered from the contractor for each complaint/default.

32. The contractor will not pitch up tents for laborers, materials and his stores etc.

33. No permanently /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.

34. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his Workman during the execution of the work shall be made good by the contractor at his own cost.

35. The contractor shall clear the site properly after the completion of the work.

36. The labor engaged for attending complaints shall carry necessary tool kit, container (Tasla), required for mixing any cements and or other material and should carry with water bottle and waste bag for collection of minor rubbish material if received during attending the complaints, so that the site of work shall remain neat and clean.

37. Major/ Minor complaint shall be decided by the Engineer-in-charge or his representative. The decision of Engineer-in-charge shall be final & binding.

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

### **C : Conditions for Supply of Material**

1. The material shall be as per CPWD specifications with up to date correction slip and ISI specifications wherever mentioned and as per **List of approved makes (enclosed)**.

2. In the event of any variation between CPWD specifications and that in the IS Code the

former shall take precedent 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. Material will be supplied by the contractor within 03 days after giving the requirement otherwise **Rs. 20,000/-** per day penalty shall be recovered from contractor's bill after giving notice. However, the materials in urgent nature shall be supplied within 02-03 Hours.

4. In case of bulk supply or regular supply of some particular item, the sample of all such item/s shall have to be got approved by the Contractor from the Engineer-in-Charge/Executive Engineer or his Representative before the supply commences, the approval of sample shall be only in respect of workmanship and finish, and 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. This decision is the Prerogative of Engineer-in-Charge.

5. The contractor shall if required furnish the manufacturer's certificate that the material supplied satisfy the requirements of the relevant specifications.

6. 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 department. 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.

7. 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.

8. 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.

9. Conditional tenders are liable to be summarily rejected.

10. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letterheads etc.

11. The make of material shall be same as that of actually installed/fixed at site. But, in case of non-availability or due to any reason, Engineer-in-Charge can take decision to install equivalent/new items available in the BOQ/Schedule. In case of any dispute the decision of Engineer-in-Charge shall be final with regards to make/brand of material.

12. For materials used in this work, the record shall be maintained at site in a standard Performa to watch quality and consumption of the material.

### **D : Additional Conditions**

1. **Specifications to be followed for execution of Work.** CPWD Specification with Up-to-date correction slips and direction of the Engineer-in-charge and relevant IS Codes.

2. **Type of Work.** Maintenance Works. Deviation limit beyond which rate revision is applicable is 50%.

3. **Competent Authority for deciding reduced rates.** Superintending Engineer (I/C), AIIMS,

4. **No payment on account of escalation will be allowed.**
5. **Breach of Terms and Conditions.** Noncompliance 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 as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, KALYANI in that event the EMD shall also stands forfeited.
6. **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 incase there is any violation of AIIMS, KALYANI rules & regulations, or if there is any lapse in compliance of any labor legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated by either party by giving one month's notice to the institution. The decision of AIIMS, Kalyani's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Kalyani shall have the right to engage any other tenderer to carry out the task.
7. **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 both parties.
8. **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 framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
9. **Guidelines issued by Hon'ble National Green Tribunal in O.A. No. 21 of 2015 and O.A. No. 95 of 2014 in the matter of Vardaman Kaushik Vs. Union of India & other and Sanjay Kulshreshtha Vs Union of India & ors: Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/ NGT-21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders.**
10. Payment will be made on Monthly basis after due Certification of the Bills by the Representative of Engineer-in-Charge.

**Superintending Engineer  
AIIMS, Kalyani**

## Annexure - I

### 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, notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_

(Indicate the name of Bank)



**Annexure - II**

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

WHEREAS the Contractor\_\_\_\_\_ (Name of contractor) (hereinafter called " the Contractor") has submitted his tender dated\_\_\_\_\_ (date) for the ....\_\_\_\_\_  
\_\_\_\_\_(Name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that I/ we\_\_\_\_\_(name of bank) having our registered office at\_\_\_\_\_ (hereinafter called" the Bank") are bound up to\_\_\_\_\_ (Executive Director, AIIMS, Kalyani ) for the sum of Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_ only) for which payment well and truly to be made to the Executive Director, AIIMS, Kalyani ,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.
  - i. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required, OR
  - ii. 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 Executive Director, AIIMS, Kalyani either up to the above amount or part thereof upon receipt of first written demand, without the Executive Director, AIIMS, Kalyani having to substantiate his demand, provided that in his demand the Executive Director, AIIMS, Kalyani 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.....  
(NAME & ADDRESS)

SEAL (SIGNATURE,

\*Date to be worked out based on validity period of 6 months from last date of receipt of Tender

## **Format for Agreement**

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

This agreement is made at KALYANI on the \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ 2022 (Two Thousand Twenty two) **between the Executive 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

\_\_\_\_\_  
\_\_\_\_\_  
(Herein 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 **One year Comprehensive Maintenance Contract for maintenance and operation of 43 nos.lifts at 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 reserves its right to :-
  - (i) Cancel/Revoke the contract; **and/or**
  - (ii) Impose penalty up to 07% of the total Annual Value of Contract.
- (g) Performance Security amounting to Rs. 3% of the Annual Contract Value, whichever is higher 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.
- (h) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07<sup>th</sup> 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.
- (j) 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.

- (k) There would be no increase in rates payable to the Agency during the Contract Period.
- (l) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.
- (m) Decision of Client in regard to interpretation of the Terms & Conditions of the Tender shall be final and binding on the Agency.
- (n) 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 fully 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.
- (o) 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.
- (p) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment except in respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.
- (q) THIS AGREEMENT will take effect from the \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ 2022 (Two Thousand Twenty Two) and shall be valid for 01 (One) Year Extendable by up to 6 months as decided by AIIMS
- (r) This day of \_\_\_\_\_ 2018, 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 the 'Agency'

For and on behalf of the 'AIIMS, KALYANI'

Signature of the Authorized Official  
(Name of the Official with Seal)

Signature of the Authorized Official  
(Name of the Official with Seal)

By the said \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_ on behalf of 'Agency'  
in presence of Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

By the said \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_ on behalf of 'Agency'  
in presence of Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

## Schedule of Quantities

AIIMS, Kalyani

**NIT No. : 2091/ P12074/1/22-23(E-Tender-ENGG)**

**Name of Work : One year Comprehensive Maintenance Contract for maintenance and operation of 43 nos.lifts at AIIMS ,Kalyani**

Sl. No.	Description of Item	Unit	Period Covers		Rate in Figures Including GST and including service charges	Amount
1.	Comprehensive maintenance of 43 nos. lifts of AIIMS Kalyani listed and detailed in Annexure A including their running , repair ,maintenance ,spares certification and legal compliance complete as per Annexure B and other terms and conditions of the tender.	<b>Whole job per month</b>	12 Months	Each Month		
<b>Total Amount (Including GST) Including and Service Charges for 12 months ,Rs.</b>						
<b>Amount in Words (Rupees _____ only)</b>						

**Note :-**

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

Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Date : \_\_\_\_\_

Place : KALYANI

Signature of the Bidder :-

Seal of the Bidder \_\_\_\_\_

# E-TENDERING INSTRUCTIONS TO BIDDERS

## 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 perspective:**
  - (a) Procure a Class III Digital Signature Certificate (DSC).
  - (b) Register on the e-Procurement portal <https://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/AIIMSBBSR](http://www.tenderwizard.com/AIIMSBBSR), 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.

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 to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

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.

**7. 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.

**8. 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 AIIMS KALYANI 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 homepage 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.).

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is always relevant. 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 and every 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](mailto:twhelpdesk680@gmail.com) [/twhelpdesk404@gmail.com](mailto:/twhelpdesk404@gmail.com) [/mayank.s@etenderwizard.com](mailto:/mayank.s@etenderwizard.com)  
[/sanjeeb.m@etenderwizard.com](mailto:/sanjeeb.m@etenderwizard.com)