



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स), कल्याणी  
All India Institute of Medical Sciences (AIIMS), Kalyani  
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वाधान में एक सांविधिक निकाय)  
(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)  
राष्ट्रीय राजमार्ग -34, बसंतपुर, सगुना, कल्याणी, जिला- नदिया, पश्चिम बंगाल-741245  
NH-34, Basantapur, Saguna, Kalyani, District- Nadia, West Bengal-741245

NIT No. : 216/M-11011/1/24-25(IM)/E & M/Service/935/ET-13

Date: 30/07/2024

**Notice Inviting E-Tender  
for  
Comprehensive Maintenance Contract for 35 nos. water purifiers of  
different capacities at AIIMS, Kalyani.**

Certified that this tender document contains 25 (Twenty Five) pages only

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

## **ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS), KALYANI**

**Name of Work:-** Comprehensive Maintenance Contract for 35 nos. water purifiers of different capacities 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 Item Rate Tender in Two (02) Bid system (Technical & Financial respectively) from eligible ~~and enlisted/registered~~ contractors of ~~CPWD, State PWD, Central PSU/State PSU and Autonomous Bodies of Govt of India under appropriate class and category~~ having successfully completed works of similar nature as per eligibility conditions ,for the Work as per the following details:-

(a)	Name of Work	Comprehensive Maintenance Contract for 35 nos. Water purifiers of different capacities at AIIMS ,Kalyani .
(b)	NIT No.	<b>216/M-11011/1/24-25(IM)/E &amp; M/Service/935/ET-13</b>
(c)	Contract Period	01 year, Extendable by up to 1 more year as decided by AIIMS Kalyani
(d)	Estimated Cost	<b>Rs.34,44,513/- for first year, 3% increase for 2<sup>nd</sup> year if extended</b>
(e)	Earnest Money Deposit (EMD)	<b>Rs.68,890.00 (Rupees Sixty Eight Thousand Eight Hundred Ninety Only)</b>
(f)	Performance Security (Bank Guarantee) / Security Deposit	<b>5 % of contract amount ( to be known after acceptance of tender)</b>
(h)	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://aiimskalyani.ewizard.in/">https://aiimskalyani.ewizard.in/</a> )
(j)	Last Date, Time of Submission	<b>Date: 20/08/2024</b> <b>Time: 17:00 Hrs.</b>
(k)	Date, Time for opening of Technical Bid	<b>Date: 20/08/2024</b> <b>Time: 17:30 Hrs.</b>

1. The starting date of submission of Tender is 30/07/24. 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](http://www.aiimskalyani.edu.in) Or **Error! Hyperlink reference not valid.**

A. P. Shrivastava  
Superintending Engineer  
AIIMS, Kalyani

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

### 1. Timelines:

Ser. No.	Description	Details
a	Last date and time of online submission of Tender	<b>Date: 20/08/2024</b> <b>Time: 17:00 Hrs.</b>
b	Time and date of online opening of Documents	<b>Date: 20/08/2024</b> <b>Time: 17:30 Hrs.</b>
c	Time and date of opening of Online Financial Bids	<b>To be intimated later through website</b>
d	Period during which <b><u>documents of EMD (in Original), Registration Certificate, Undertaking and other Documents to be submitted to the FIC Procurement, AIIMS Kalyani.</u></b>	<ol style="list-style-type: none"><li>1. Scanned copies are to be uploaded at the time of bid submission.</li><li>2. Eligibility will be considered as per uploaded documents.</li><li>3. 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.</li><li>4. In case of some ambiguity regarding appropriate document, one week time after notice date may be given by AIIMS for submission of appropriate document.</li><li>5. However, the EMD document must be physically prepared and dated prior to bid closing date .</li></ol>

2. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates/documents required.
3. Information and Instructions for bidders for e-tendering posted on web site shall form part of bid document.
4. 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://aiimskalyani.ewizard.in/> or [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in) free of cost.
5. The intending bidders must have valid class-III digital signature to submit the bid.
6. The bidder has to fill his rate in the schedule of quantities cum price bid format. This will be done online only and no printed copy of this price bid should be attached with the bunch of hard copies of different documents submitted as per sl no 13.
7. The tendered amount will be calculated by adding the quoted costs of material and labour as per price bid format.
8. The bid can be submitted only after depositing e-tender Processing Fee As applicable and displayed on <https://aiimskalyani.ewizard.in/> and uploading the mandatory scanned documents as specified with in the period of bid submission.
9. Copies of eligibility documents and EMD as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering web site 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.
10. After submission of bid online, it can be revised any number of times before specified time on last date of submission

of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re- enter rate of all the items) but before last time and date of submission of bid as notified.

11. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in orderand who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
12. If 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 and.

**13. List of Eligibility Documents to be scanned and uploaded within the period of bid submission:-**

- (a) Demand Draft
  - ~~(b) Copies of Contractor's License/Enlistment of appropriate Class and category as per the tendered work issued from Central Govt./State Govt./Central PSU/State PSU and Autonomous Bodies of Govt. of India.~~
  - (c) Appendix `A to H' duly filled in and signed.
  - (d) Certificates of Work Experience & Completion Certificate of Similar Work from Client not below the Rank of Executive Engineer, as mentioned in Eligibility Criteria.
  - (e) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
  - (f) Copies of Balance Sheets
  - (g) Copies of Contractor's License /Enlistment
  - (h) Copies of ESI Registration.
  - (i) Copies of EPF Registration.
  - (j) Declarations to be given by the Tenderers (as per Page 08.).
14. The Technical Bid(s) shall be opened first by the Committee **on 20/08/2024 by 17:30 Hours. The Financial Bid(s), whose Technical Bid) s found to be eligible, will be opened later for which intimation will be given through Website.** After the evaluation of the Bid(s) AIIMS, Kalyani will award the contract to the Lowest Evaluated Responsive Tenderer. Conditional Bid(s) will be treated as unresponsive and will be rejected.
15. All the Bidder shall have to submit/deposit the Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents with the FIC Procurement, AIIMS Kalyani processing the Tender within 01 (One) Week of the opening of Financial Bid otherwise AIIMS Shall reject the Bid and take action to debar from Tendering in AIIMS”.
16. Information & Instruction for Contractor will form Part of NIT.
- 17. Broad outline of activities from Bidders prospective:**
- a. Procure a Class III Digital Signature Certificate (DSC).
  - b. Register on the e-Procurement portal <https://aiimskalyani.ewizard.in/>.
  - 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 TechnicalPart.
  - i. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS, Kalyani's Post-TOE queries.
  - j. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).

18. **Digital Certificates.** For integrity of data and authenticity / non-repudiation of electronic records, and to be complaint 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>].

19. **Registration:** To use the Electronic Tender portal <https://aiimskalyani.ewizard.in/> vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. (Rs 2000+ GST as applicable)

**Note. :**

(i) After successful submission of Registration details and Annual Registration Fee, please contact the Helpdesk of the portal to get your registration accepted/ activated.

(ii) The Bidder must ensure that after following above, the status of bid submission must become - "Submitted".

(iii) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

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

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

20. **Bid submission.** The entire bid-submission would be online on the Tender wizard portal i.e. <https://aiimskalyani.ewizard.in/>. Broad outline of submissions are as follows:-

- (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.

21. 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.

22. 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.

23. **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).

24. **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.).

➤ While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Kalyani, if required, before participation in the online tendering.

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

## **GENERAL RULES & DIRECTIONS**

**Name of Work:** - Comprehensive Maintenance Contract for 35 nos. Water purifiers of different capacities at AIIMS ,Kalyani.

1. The time allowed for carrying out the work will be Twelve months 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.

### **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 31<sup>st</sup> Mar 2024 as follows:

**“for this tender similar work”** means AMC/CMC for RO water purifier works. The experience of similar work should be from Central Govt./State Govt./Centre PSU/State PSU and Autonomous Body

- 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 minimum Rs.17,22,257.00/- (Rupees Seventeen Lakh Twenty Two Thousand Two Hundred Fifty Seven Only)** during the immediate last **03 (Three)** consecutive financial years ending 31<sup>st</sup> Mar 2024.
- (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 31<sup>st</sup> March 2024, for which he would submit documentary proof duly certified by a Chartered Accountant.

### 1. 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 considered 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. The Technical Bid & Financial Bid should be submitted by the Bidder through online portal as Bid for “Comprehensive Maintenance Contract for 35 nos. Water purifiers of different capacities at AIIMS ,Kalyani”

**2. Earnest Money Deposit.** The bidders shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs.68,890.00** (Rupees Sixty Eight Thousand Eight Hundred Ninety **Only**) by way of Demand Drafts only (In favour of “**All India Institute of Medical Sciences Kalyani**” payable at ICICI Kalyani More Branch. **Scanned Copy of the Demand Drafts must be uploaded/attached** with the Technical Bid. The EMD of the successful Bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit. For unsuccessful bidder(s) it would be returned after award of the contract to the successful bidder. Bid(s) received without Demand Drafts of EMD will be rejected.

4. **Performance Guarantee/ 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 Contract or shall be forfeited automatically without any notice to the contractor.

5. 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.

6. Signing of Contract: The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) within fifteen (15) days of the issue of the Letter of notification of award along with performance guarantee. In the event of failure to sign the Contract / non-submission of performance guarantee within the period stipulated above, the acceptance of BID shall be considered as canceled.

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 disqualified from this tender and be removed from the approved list of contractors of this Department.
12. No 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 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.
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**

## **GENERAL INFORMATION REGARDING THE WORK**

**Name of Work:** Comprehensive Maintenance Contract for 35 nos. Water purifiers of different capacities 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 or omission in description or quantity or any other aspect taken from or in accordance with standards, 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. 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. Contractor to employ Qualified Supervisor. The contractor shall employ Skilled Engineer/Supervisor to supervise and execute the work.
5. **In convenience to the Public.** The Contractor shall not deposit or store any materials at any site without permission of the Engineer in charge. The materials will be stored at such places only with prior approval of the Engineer in charge as there is no obstruction in Traffic or other Agencies.
6. **Inspection of Work:** Engineer or any person appointed by them shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner and/or Engineer in charge and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, all such assistance shall not relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves fault.
7. 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
8. All materials issued in the works shall be subjected to inspection and tests if required by Engineer in charge. Samples for approval and testing must be supplied with sufficient time in hand for testing and approval. Materials shall be tested on site if required by Engineer in Charge and they may be rejected if found not suitable or not in accordance with the specification or Test certificate or any approval given earlier. The contractor shall carry out necessary test as per the direction of Engineer in charge in

approved NABL/ Govt. laboratories. The expenses towards all such tests are to be borne by the contractor at his own cost. Tests shall be conducted as per relevant Indian Standard Specifications.

9. 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.
10. Supply of Tools, Tackles & other materials: For full completion of the work, Contractor shall at his own expense arrange and furnish all necessary work tools, tackles, scaffolding, tagaries, mugs, scrappers, wire brushes etc., that may be required to complete the work under contract.
11. 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. If connection is taken directly without installation of meter, then then amount as per the usage of electrical equipment shall be deducted from the gross bill amount as suggested by Superintending Engineer.
12. ~~Water shall be supplied to the contractor by the department subject to the following conditions:—(i) The water charges @ 1 % of the gross bill amount shall be recovered on gross amount of the work done if it is taken departmentally. (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply at his own cost. (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.~~
13. Contractor shall take all precautionary measures to avoid any damages to adjoining property. All necessary arrangement shall be made at his own cost.
14. **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.
15. Normally, Contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site condition/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations, the Contractor shall make available to the department in proper means of transport such as vehicle at his own cost.
16. 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.
17. Workers detected, by AIIMS Engg. Dept. 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.
18. Required safety measures is to be adopted before starting chipping works of the walls so that any inconvenience may not be faced by the patient/ medical staff.

19. 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.
20. 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 will not be responsible for that.
21. 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.
22. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
23. The Department including that of providing employment, regularization of services etc, shall entertain no claims of the labours.
24. 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 and shall be rectified by the contractor at his own cost.
25. The contractor shall clear the site properly after the completion of the work. He shall restore back the premises and other articles provided by the department to the AIIMS at the time of closure of the contract.
26. 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. AIIMS Kalyani however may allow this for purpose of productive activities like material storage, etc.
27. 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.
28. 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.
29. The contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and the ire-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.

(All with up-to date corrections)

30. It will be the bidder's liability that the rate quoted by should be adequate for meeting all above obligations and requirements.
31. Breach of Terms and Conditions. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or in Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Kalyani in that event the EMD shall also stands forfeited.
32. 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. In such an event, AIIMS, Kalyani shall have the right to engage any other tenderer to carry out the task.
33. 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.
34. 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, with in the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
35. 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.
36. Payment shall be made on monthly basis after due certification of the bills by the representative of Engineer-in-Charge.
37. 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 lead to termination of the contract and penal action as appropriate. The contractor will submit the document along with the bill such as proof of deposit of ESI, EPF, and Service Tax/GST proof of payment of salary through ECS.

*Superintending Engineer  
AIIMS, Kalyani*

## SCOPE OF WORK

**Name of work:** Comprehensive Maintenance Contract for 35 nos. Water purifiers of different capacities at AIIMS, Kalyani.

1. The work includes comprehensive Maintenance of RO Water Purifiers at AIIMS, Kalyani.  
The details of the Water purifiers as follows :

LOCATION	RO( Make : Ion Exchange) LPH=Litre per hour filtration capacity			
	50 LPH	100 LPH	600 LPH	2000 LPH
DHARAMSHALA	0	1	0	0
AYUSH	0	1	0	0
IPD-5	0	0	0	1
IPD-15	0	0	0	1
IPD-12	0	0	0	1
IPD-10	0	0	0	1
IPD-2	0	0	0	1
IPD-6	0	0	1	0
MEDICAL LAB	0	0	1	0
MEDICAL COLLEGE	0	0	1	0
NURSING COLLEGE	0	0	1	0
ADMIN	0	0	1	0
LIBRARY	0	0	1	0
AUDITORIUM	0	0	1	0
OPD	0	0	2	0
UG MALE	7	0	0	0
UG FEMALE	4	0	0	0
PG MALE	0	0	1	0
PG FEMALE	0	0	1	0
AMENITY-1	0	0	1	0
AMENITY-2	0	0	1	0
GUEST HOUSE	2	0	0	0
NURSING MALE	0	0	1	0
NURSING FEMALE	0	0	1	0
<b>TOTAL</b>	<b>13</b>	<b>2</b>	<b>15</b>	<b>5</b>

2. Time to time inspection and Free replacement of worn-out/exhausted parts like Inlet & Outlet Pipes/Hoses, Socket, Bend (elbow), Tee, Waste Pipe, Hose Clips, On-off switch, SV, Auto Cut Sensor/Switch, LED indicator, SMPS/Adaptor, Sediment and Carbon Filters, Membranes & Booster Pump etc. during the periodical servicing or breakdown visits during the service contract period. Parts replaced should be of Ion Exchange make.
3. Cleaning of Filters should be done on a monthly basis and records should be maintained in this regard.
4. Replacement of pre-filter candles, activated carbon, Electrical parts and Membrane will be done as

per the requirement during the service contract period.

5. All consumables required for servicing / repairing will be in the bidder's scope.
6. Firm has to submit a service/repair report of every RO purifying unit to the Engineer in-charge during each visit.
7. Additional visits have to be made during the contract period in the event of any breakdown/malfunctioning of the equipment or on intimation in this regard by the customer, is within the purview of this tender and no extra payment will be made.
8. All the RO units should be handed over in working condition after completion of contract.
9. Records related with maintenance of RO Water purifiers shall be made available as and when required by the Engineer in-charge.
10. Test Reports (for RO Plants)
  - TDS report of water should be provided during every visit with initials of the engineer and log should be maintained and a copy should be pasted on outer cover of the machines in waterproof covering.
  - The present quantity may vary due to condemnation of equipment or new purchase during the period of CMC. Payment in such cases would be made on proportionate basis considering the period of such CMC.
11. In case of any complaint/ breakdown/fault in any equipment, the firm has to attend the fault within 24 hours of reporting/complaining on phone/FAX/ Email etc. Failing which penalty may be levied as follows:
  - Attending the complaint between 48 hours to 10 days of intimation- Rs. 500/- per day after expiry of 24 hrs. period
  - Attending the complaint beyond 10 days from the date intimation - Rs. 1000/- per day after expiry of 24 hrs. period.
12. The upper limit of all penalties is 10% of this contract.



**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 Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

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

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

**FORMAT- ‘B’**

**FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS**  
**COMPLETED DURING THE LAST 07 (Seven) YEAR**  
(i.e., FOR THE YEAR ENDING MAR 2024)

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/ In progress 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)

**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	:
<del>Whether the firm is a registered Firm(Yes/No. Attach Copy of Certificate)</del>	:
PAN Number. (enclose the attested copy of PAN Card)	:
Service Tax Number. (enclose the attested copy of VAT Certificate)	:
GST Number (enclose the attested copy of VAT Certificate)	:
Whether the firm has Uploaded the Bank Draft/Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	:
Whether the Firm/Agency as signed Each &Every page of Tender/NIT	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

**All India Institute of Medical Sciences**  
**(Bidder Undertaking Against item Rate Bid for Work)**

e-Tender for the work of : Comprehensive Maintenance Contract for 35 nos. Water purifiers of different capacities 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, B, C and E as per Specifications applicable, Drawings & Designs, general Rules and Directions, Conditions of contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender documents for the work.

A sum of **68,890.00 (RUPEES SIXTY EIGHT THOUSAND EIGHT HUNDRED NINETY 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 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 have not been got executed through another contractor on and, 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. 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 : \*

Occupation:\*

Address : \*

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

**DECLARATIONS**  
**(TO BE GIVEN BY THE TENDERERS)**

**It is to certify that :-**

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

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

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

**Signature of the Tenderer**

b. "The Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents shall be deposited by me/us with the FIC Procurement, AIIMS, 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**

c. I/We undertake and confirm that I/ we have not been blacklisted in any government/semi government department/PSU for the period of this contract. In case this information is found in correct I/We may be subjected to due penalty and legal action.

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

**Signature of the Tenderer**

**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 a 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, not with standing any thing 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)

**PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)**

**[FORM OF EARNEST MONEY (BANK GUARANTEE)]**

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

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

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

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

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

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL (SIGNATURE, NAME & ADDRESS)

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

**AGREEMENT**

**Format for Agreement**

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

This agreement is made at Kalyani on the \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ 20\_\_\_\_ (Two Thousand \_\_\_\_\_) **between the 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 \_\_\_\_\_ (Here in after called the '**Agency**' which expression unless repugnant to the Context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

2. WHEREAS the "**Clint**" is desirous to engage the "**Agency**" for the work "**Comprehensive Maintenance Contract for 35 nos. Water purifiers of different capacities at AIIMS ,Kalyani.**", as per the terms and conditions stated below:-
- (a) All the Terms & conditions of the Tender document will form as the part of this Agreement.
  - (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in AIIMS, Kalyani. The client shall have no liability in this regard.
  - (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Kalyani site. The Client shall have no liability in this regard.
  - (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
  - (e) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, Kalyani.
  - (f) In case of Non-Compliance with the contract, the Client reserve sits right to:-
    - a. Cancel/Revoke the contract; **and/or**
    - b. Impose penalty up to 07% of the total Annual Value of Contract.
  - (f). Performance Security amounting to @5% of the Annual Contract Value, in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
  - (g) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 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.
  - (h) The personnel provided by the Agency will not claim to become the employees of AIIMS, Kalyani and there will be no employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Kalyani.

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

- (i) There would be no increase in rates payable to the Agency during the Contract Period.
- (j) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.
- (k) Decision of Client in regard to interpretation of the Terms & Conditions of the Tender shall be final and binding on the Agency.
- (l) The Agency shall ensure full compliance with Tax laws of India with regard to this contract and shall be solely responsible for the same the Agency shall keep client full indemnified against liability of Tax, Interest Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Kalyani. The Books of Accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
- (m) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Kalyani.
- (n) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment exception respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.
- (o) THIS AGREEMENT will take effect from the \_\_\_\_\_ day of \_\_\_\_\_ Month of **2024 (Two Thousand Twenty four)** and shall be valid for **01 (One) Year** and extendable for another 6 months) year as desired by AIIMS Kalyani.

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

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

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

**WITNESSES:**

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

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

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

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

Place: \_\_\_\_\_

Place: \_\_\_\_\_



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

**AIIMS, Kalyani**

**Name of work :** Comprehensive Maintenance Contract for 35 nos. Water purifiers of different capacities at AIIMS, Kalyani.

<b>Description of the RO</b>	<b>Quantity</b>	<b>Quoted rate for CMC Rupees per year per machine</b>	<b>GST@18 (%)</b>	<b>GST Amount (Rs.)</b>	<b>Total Amount (Rs.)</b>
<b>50 LPH</b>	<b>13</b>				
<b>100 LPH</b>	<b>2</b>				
<b>600 LPH</b>	<b>15</b>				
<b>2000 LPH</b>	<b>5</b>				
<b>Total Amount</b>					

Note : The rate for 2<sup>nd</sup> year ( in case the contract is extended after first year) will be 3% higher than the above quoted rate for first year.