



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स), कल्याणी  
All India Institute of Medical Sciences (AIIMS), Kalyani  
राष्ट्रीय राजमार्ग -34, बसंतपुर, सगुना, कल्याणी, जिला- नदिया, पश्चिम बंगाल-741245  
NH-34, Basantapur, Saguna, Kalyani, District- Nadia, West Bengal-741245

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NIT No.:691/ENGG/PROC/NGEM/18/2025-ENGG/COMP-5668/ET-22

Date: 06.02.2026

## **Notice Inviting E-Tender** **For the work**

Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.

Certified that this tender document contains 39 (Thirty-Nine) pages only.

**Executive Engineer**  
**AIIMS, Kalyani**

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

**Name of Work:** Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.

<b>Sl. No.</b>	<b>Details</b>	<b>Page No.</b>
1.	Subject	01
2.	Index	02
3.	Notice Inviting e-Tender	03
4.	Information & Instructions for Bidders for e-Tendering	04-07
5.	General Rules & Directions	08-11
6.	Special Conditions	12-13
7.	Form-A for Financial Information	14
8.	Form-B for Bankers certificate from a commercial bank	14
9.	Form-B1 for certificate of net worth from chartered accountant	14
10.	Form-C for details of all works of similar class completed during last 07 (Seven) Years	15
11.	Form-C1 for details of Project under execution	15
12.	Form-1: Form for Detailed information of the Bidder	16
13.	Form-2: Bidders undertaking against Item Rate Bid for Work	17
14.	Form-3: Declarations to be given by the Tenderers	18
15.-	<del>Form-4: Undertaking for Integrity pact (To be given by traders/bidders)</del>	<del>19</del>
16.	Form-5: Form of performance security (Guarantee)	20
17.	Form-6: Agreement	21-22
18.	Form-7: Pre-contract Integrity pact (To be given by all the bidders)	23-27
19.	Evaluation criteria	28-30
20.	Scope of Work	31-34
21.	Schedule of Quantities and Price Bid Format	35-37
22.	Annexure-1	38
23.	Annexure-2	39

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI**

**NOTICE INVITING E-TENDER**

The Executive Engineer, AIIMS, Kalyani, on behalf of Executive Director, AIIMS, Kalyani, invites Item Rate Tender in Two (02) Bid system (Technical & Financial respectively) from OEMs or OEM Authorized Agencies who have successfully completed works of similar nature as per eligibility conditions, for the work as per the following details:

(a)	Name of Work	Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.
(b)	NIT No.	<b>691/ENGG/PROC/NGEM/18/2025-ENGG/COMP-5668/ET-22</b>
(c)	Contract Period	01 Year
(d)	Estimated Cost	Rs.1,37,31,776.00 (Rupees One Crore Thirty Seven Lakh Thirty-One Thousand Seven Hundred and Seventy-Six Only) (EMD exemption will be given as per rules.)
(e)	Earnest Money Deposit (EMD)	Rs. 4,11,953.00 (Rupees Four Lakh Eleven Thousand Nine Hundred and Fifty-Three only).
(f)	Performance Security (Bank Guarantee) / Security Deposit	5 % of contract amount (to be known after acceptance of tender)
(h)	Tender documents will be Issued From	Download from Institute Website. (i.e. <a href="http://www.aiimskalyani.edu.in">www.aiimskalyani.edu.in</a> , <a href="https://aiimskalyani.ewizard.in/">https://aiimskalyani.ewizard.in/</a> )
(i)	Pre-Bid meeting	16.02.2026 3 PM , Room G02, Ground Floor, Admin Building, AIIMS Kalyani
(j)	Last Date, Time of Submission	Date:27.02.2026 Time: 17:00 Hrs.
(k)	Date, Time for opening of Technical Bid	Date:27.02.2026 Time: 17:30 Hrs.

1. The starting date of submission of Tender is 06.02.2026.....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 <https://aiimskalyani.ewizard.in/>

**Executive Engineer  
AIIMS, Kalyani**

## INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

### 1. Timelines:

Ser. No.	Description	Details
a	Time and date of opening of Online Financial Bids	To be intimated later through website
b	Period during which <u>documents of EMD (in Original), OEM / OEM Authorization Certificate, Undertaking and other Documents to be submitted to the FIC Procurement, AIIMS Kalyani.</u> -	<ol style="list-style-type: none"> <li>1. Scanned copies are to be uploaded at the time of bid submission.</li> <li>2. 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>3. In case of some ambiguity regarding appropriate document, one-week time after notice date may be given by AIIMSK for submission of appropriate document.</li> <li>4. However, the EMD document must be physically prepared to FIC Procurement 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 only 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 the price bid should be attached** with the bunch of hard copies of different documents submitted as per Point 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 within 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 or any other format as permissible by the 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 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.
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.

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

- (a) Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online to AIIMS Kalyani bank account in ICICI bank for Earnest Money.
- ~~(b) Copy of Contractor's Registration / Enlistment in B&R category with document showing their association with agencies having specialization in maintenance of Online UPS agencies for this work issued from Central Govt./State Govt./Central PSU/State PSU and Autonomous Bodies of Govt. of India.~~
- (c) OEM Self Declaration Certificate/OEM Authorized Certificate whichever is applicable.
- (d) Form A, B, B-1, C, C1, and Form 1,2 3 duly filled in and signed. (Form 5, 6 and 7 will be filled only by the bidder finally selected for award of work, at the time of award of work.)
- (e) Certificates of Work Experience & Completion Certificate of Similar works.
- (f) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- (g) Copies of Balance Sheets. Balance Sheet should be certified by Chartered Accountant.
- (h) Copies of ESI Registration.
- (i) Copies of EPF Registration.
- (j) Any other documents deemed necessary or relevant under the scope and provisions of this Bid Document.

**14.** The Financial Bid(s), of those tenderers whose Technical Bids are found 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.** Information & Instruction to the Bidder/Contractor will form Part of this NIT.

**16. Broad outline of activities from Bidders perspective:**

- 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 Technical Part.
- 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).

**17. 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>].

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

**Note:**

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

- ii. The Bidder must ensure that after following above, the status of bid submission must be “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.
- 19. 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:-
- i. Submission of Bid Parts (Technical & Financial).
  - ii. Submission of information pertaining to Bid Security/ EMD.
  - iii. Submission of signed copy of Tender Documents/Addendums.
- 20. 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.
- 21. 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.
- 22. 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).
- 23. 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:** Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.

1. The Rate Contract will be valid for a period of 01 (One) Year from the Date of Start (which shall be reckoned from **10<sup>th</sup>** day from the date of issue of Letter of Acceptance(LoA)) and may be extended for a further period of one (01) year on the same terms and conditions, subject to mutual written consent of both the parties.

### **2. Pre-Qualification criteria:**

- a. The Bidder should be an Indian Manufacturer (OEM) or Authorized Agency of Indian Manufacturer (OEM) or Authorized Agency of foreign firm in India with at least one manufacturing plant for batteries in India as per Indian Companies Act, 2013.
- b. The **OEM** must have a minimum annual turnover of **₹100 Crore** in each of the last three financial years ending on 31st March 2025. The bidder, whether the OEM itself or an authorized agency of the OEM, shall also meet the minimum turnover requirement specified separately in the tender (i.e., not less than 30% of the estimated cost). Only bids from OEMs or their authorized agencies meeting both these conditions shall be considered.
- c. He should have satisfactorily completed similar works in last 07 (Seven) Years ending 31st March 2025 as follows:
  - 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:**

- For this tender **“Similar Work”** means **SITC of SMF-VRLA Batteries**. The experience of similar work should be from Central Govt./State Govt./Central PSUs/State PSUs or Autonomous Bodies.
  - 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.
- d. **Bidder Turnover:** Average annual financial turnover on Similar works should be **at least 30% of the estimated cost** put to tender during the immediate last three consecutive financial years.
  - e. He should have registration with Employee Provident Fund (EPF) Commissioner and Employee State Insurance (ESI) Corporation.
  - f. He should have positive net worth and should not have incurred loss in last 03 (Three) years ending 31st March 2025, for which he would submit documentary proof duly certified by a Chartered Accountant.

### **3. Bid related directions:**

- a. Agreement shall be concluded with the successful bidder 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.
- b. The bid document consisting of plans, specifications and/or 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.
- c. **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. **Scanned copy of financial bid SHOULD NOT BE uploaded with technical bid.**

4. **Earnest Money Deposit:** The bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 4,11,953.00 (Rupees Four Lakh Eleven Thousand Nine Hundred and Fifty-Three only) In favour of “All India Institute of Medical Sciences, Kalyani”.

- a. EMD may be paid through Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks. EMD can be paid also online to AIIMS Kalyani bank account in ICICI bank as per following details:



Account no. 527001000047  
Name of Bank – ICICI Bank  
Branch – Kalyani More (Code-5270)  
IFSC Code – ICIC0005270  
MICR Code – 741229203

- b. The EMD of the successful Bidder shall be returned after the successful submission of Performance Bank Guarantee/ Performance Security Deposit. For unsuccessful bidder(s) it would be returned after award of the contract to the successful bidder. Bid(s) received without proof of submission/exemption of EMD will be rejected.

**c. EMD Exemption:**

**i. MSEs:**

- MSE Bidders who are manufacturers of the tendered goods and who possess a valid Udyam Registration Certificate shall be exempted from submission of Earnest Money Deposit (EMD).
- Traders or resellers shall not be eligible for EMD exemption under the MSE category.
- The bidder seeking exemption from EMD must submit valid supporting documents for the relevant category along with the bid.

**ii. Startups:**

- Startups recognized by the DPIIT shall be exempted from submission of Earnest Money Deposit (EMD), subject to fulfillment of tender conditions.
- The bidder claiming EMD exemption under the Startup category must submit a valid DPIIT Recognition Certificate along with the bid.

**5. Performance Guarantee/ Performance Security Deposit:**

- a. The successful bidder will be required to furnish a Performance Guarantee of 5% of contract amount 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.
- b. The successful bidder shall submit the **Performance Bank Guarantee (PBG)** within **7 (seven) days** from the date of issue of the **Letter of Acceptance(LoA)**.
- c. In case of failure to submit the PBG within the stipulated period, the agency may be allowed an **additional period of up to 7 (seven) days** only after the **written approval of AIIMS Kalyani**. During this extended period, **the agency shall be liable to pay interest @ 0.1% of the PBG amount per day of delay**, which shall be **deposited separately at the time of submission of the PBG**.
- d. Under no circumstances shall the total time allowed for submission of the Performance Bank Guarantee (PBG) exceed **14 (fourteen) days** from the date of issue of the Letter of Acceptance(LoA).
- e. If the last day of submission falls on a bank holiday, the next working day shall be treated as the last day for submission.

**6. Preference to Make In India products (For bids < 200 Crore):**

- a. Preference shall be given to Class-I Local Suppliers (minimum 50% local content) in accordance with the Public Procurement (Preference to Make in India) Order, 2017, as amended and relevant notifications issued by the concerned Nodal Ministry.
- b. Bidders seeking purchase preference **must** submit an **OEM certificate** indicating the percentage of local content and details of local value addition, failing which no preference shall be granted. For bids exceeding **₹10 Crore**, the local content declaration shall be **certified by the statutory/cost auditor or practicing CA/CMA**, as applicable, in accordance with MII Order dated 04.06.2020.
- c. Only **Class-I and Class-II Local Suppliers** are eligible to participate. **Non-Local Suppliers are not eligible**, except eligible **Micro and Small Enterprises (MSEs)**. Buyers shall comply with **OM No. F.1/4/2021-PPD dated 18.05.2023** regarding concurrent application of MSE and MII policies.

7. The security deposit can be forfeited or utilized for rectification etc. by order of this Institute in the event of any breach or negligence or non-rectification of defects or non-observance of any condition of contract. **Performance Security will be released after completion of contractor's obligations (including Warranty/Guarantee period) under the contract.**

8. 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.

9. The contractor 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.
10. 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.
11. **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 Acceptance (LoA). In the event of failure to sign the Contract, the institute may cancel the order.
12. The Tender paper/documents can be seen/downloaded from Official website. For any query, Executive Engineer, Phone: 8208626056 or Procurement Cell, AIIMS Kalyani Phone no.- 03329991575 may be contacted.
13. 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.
14. 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.
15. 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.
16. 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.
17. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of bids.
18. ~~All the work shall be completed within 01 (One) Year from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the Rate prescribed in Clause 2 of CPWD GCC 2020 (page 13) shall be levied subject to maximum of 10% of the accepted tendered valued of the work.~~
19. If the work(s) be delayed by Force majeure, such as abnormally bad weather, flood, cyclone or any other act of God or serious loss or damage by fire, or civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work or any other cause which, in the absolute discretion of the Engineer in charge is beyond the Contractor's control then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in charge to proceed with the works.
20. This agreement begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work. ~~This period of 12 months will be the defect liability period to be followed in accordance with Clause 17 of CPWD GCC for maintenance work, 2023.~~
21. Rate quoted by the bidder shall be inclusive of such taxes (e.g., GST), levies etc. and institute will not entertain any claim for reimbursement whatsoever in respect of the same.

22. ~~Deduction from the contractor's bill will be made for (a) labour welfare cess (1%), (b) water charges (1%), electricity charges, (whichever is/are applicable) (c) Income tax @ 2% and will be not be reimbursed. GST would be deposited by the contractor and will not be reimbursed since it is included in the quoted rate.~~
23. **INTEGRITY PACT** - In compliance to Central Vigilance Commission circular no. 015/ VGL/091 dated 14.06.2023 for implementation of Integrity Pact, following officials have been appointed as Independent Monitors for AIIMS Kalyani:

**Shri Jatinderbir Singh, IAS (Retd.), (Email Id: [jatinderbir@gmail.com](mailto:jatinderbir@gmail.com))**

**Shri Sunil Agarwal, IDSE(Retd.), (Email Id: [sunil.agarwal@gov.in](mailto:sunil.agarwal@gov.in) & [s29agarwal@gmail.com](mailto:s29agarwal@gmail.com))**

All the bidders have to sign and submit the Form 7 : PRE-CONTRACT INTEGRITY PACT..

**Executive Engineer  
AIIMS, Kalyani**

### **Special Conditions**

1. Contractor shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as Minimum wages, allowances, compensations, EPF, ESIC, Bonus, Gratuity, etc. relating to personnel deployed by them at AIIMS, Kalyani site or for any accident caused to them. The institute shall not be liable to bear any expense in this regard.
2. Before participating the bidding, bidders are advised to visit the site to know the actual site condition. After L1 and awarded of the work, no excuse for hardship etc. is the ground at all.
3. All material after supplying, shall be checked and verified by Engineer in Charge or his representative for quality assurance.
4. If any materials test certificate is available, then responsible personnel from engineering dept. may ask to submit in front of engineering dept. for quality verification.
5. All tools and tackles required for the execution of work shall be arranged by the vendor at their own cost. **No request for providing such items by the Engineering Department shall be entertained under any circumstances, and no extra payment shall be made in this regard.**
6. The Contractor shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re- enactments / amendments / modifications: -
  - I. The Payment of Wages Act 1936.
  - II. The Employees Provident Fund & MP Act, 1952.
  - III. The Contract Labour (Regulation) Act, 1970.
  - IV. The Payment of Bonus Act, 1965.
  - V. The Payment of Gratuity Act, 1972.
  - VI. The Employees State Insurance Act, 1948.
  - VII. The Employment of Children Act, 1938.
  - VIII. The Motor Vehicle Act, 1988.
  - IX. Minimum Wages Act, 1948

### **7. Termination of Contract:**

AIIMS, Kalyani would have the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Kalyani rules & regulations, or if there is any lapse in compliance of any labour legislation. If there is any incident of indiscipline on the part of the Tenderer or his staff the agreement may be terminated. 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.

### **~~8. Deviation of quantities of Contract:~~**

~~The contractor would be required to execute the quantities with deviation up to 50% on either side if so desired by the department at the same quoted rate.~~

### **9. Dispute Settlement:**

#### **A) Mediation Clause:**

If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or differences by such mutual consultation, then such disputes/differences shall be referred to the mediator to be appointed by the Competent Authority, AIIMS Kalyani.

**B) Arbitration Clause:**

The dispute resolution mechanism to be applied pursuant shall be as follows:

In case of Dispute or difference arising between the Institute and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Executive Director, AIIMS Kalyani and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him/her willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

10. The Bidders are advised to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the tenderer has seen and understood the complete work involved for each of the system. **No extra cost shall be paid for visiting the site.**
11. Bidders must provide the make and model of all type of batteries on their official letterhead for which they are submitting the price quote. This information should be included in their technical bid, in the format given at Annexure-1 of this Bid Document. Bids submitted without filled and signed Annexure-1 will be rejected.
12. Bidders must submit the OEM Technical Data Sheet (TDS) for each type of battery for which they are quoting the price. The TDS must be included with the Technical Bid. Any bid submitted without such TDS will be rejected.
13. Bidders must declare an authorized signatory and provide their contact details on the firm's official letterhead. Bids received without such declaration will be rejected.
14. Bidders must submit a **Type Test Certificate** for each battery model offered, issued by **ETDC, CPRI, or any equivalent Government of India testing agency**, demonstrating compliance with the relevant standards. Bids submitted without this certificate will be rejected.
15. Bidders must submit the **Land Border Sharing Declaration (Annexure-2)** as per GFR Rule 144(xi) and MoF Order F.7/10/2021-PPD(1) dated 23.02.2023. Non-submission will lead to disqualification.

## FINANCIAL INFORMATION

I. Financial Analysis - Details to be furnished duly supported by figures in balance sheet or profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached). The contractor may fill first box if data for 4<sup>th</sup> box not available with him till the date of his application.

	Financial year 2021-22	Financial year 2022-23	Financial year 2023-24	Financial year 2024-25
Gross Turn Over on construction works →				
Profit/Loss(standalone financial statement and consolidated financial statement both).				

II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal  
Signature of Bidder(s)

FORM "B"

## BANKER'S CERTIFICATE FROM A COMMERCIAL BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh.....  
..... having marginally noted address, .....as a Customer of our bank are/ is  
respectable and can be treated as good for any engagement up to a limit of Rs.....  
(Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

## NOTE

1. Banker's Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM-B1

## FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial  
year ....., the Net Worth of M/s ..... (Name & Registered Address  
of  
individual/firm/ company), as on ..... (the relevant date) is Rs.  
..... after considering all liabilities. It is further certified that the Net Worth of the  
company  
has not eroded by more than 30 % in the last three years ending on (the relevant date)."  
Unique Document Identification Number (UDIN) .....

Signature of Chartered Accountant .....  
Name of Chartered Accountant .....  
Membership No. of ICAI

Date and Seal

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS**

S.No	Name of work/project And location	Owner or sponsoring organization	Cost of Work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Whether the work was done on back to back basis Yes/ No
1	2	3	4	5	6	7	8	9	10

\* Indicate gross amount claimed and amount awarded by the Arbitration Tribunal.

(Authorized Signature of the Bidder with Seal)

FORM-C1

**PROJECTS UNDER EXECUTION**

S.No.	Name of work/ Project And location	Owner or Sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name and address/ telephone number of officer to whom reference may be made	Remarks

Signature of Bidder(s)

FORM FOR DETAILED INFORMATION BY BIDDER

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

(Authorized Signature of the Bidder with Seal)



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

**e-Tender for the work of:** Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.

**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 Rs. 4,11,953.00 (Rupees Four Lakh Eleven Thousand Nine Hundred and Fifty-Three only) has been paid/got exempted 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, then 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, AIIMS Kalyani 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 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

**UNDERTAKING FOR INTEGRITY PACT****(TO BE GIVEN BY THE TENDERERS/BIDDERS)**

1. ~~I/We undertake that I/we have carefully read all the terms and conditions of the "INTEGRITY PACT" attached to this tender & have satisfied myself/ourselves of the meaning implied therein and after fully understanding all the implications of the terms and conditions of the Integrity Pact, I/we agree with them without any reservation, and undertake to abide by it fully and unconditionally. Further, it is stated that, if any violation of the Integrity Pact comes to the notice of Department, then 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".~~
2. ~~I/We also undertake that in case of I/we become the Successful Bidder in this tender/bid, I will submit the "INTEGRITY PACT" attached to this tender on **Non-judicial stamp paper of Rs. 10 duly attested by notary public.**~~

.....

—(Bidder/Contractor)

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

**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 namount 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)

**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.*

WHEREAS the "Client" is desirous to engage the "Agency" for the work **Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.** All the Terms & conditions of the Tender document will form as the part of this Agreement.

- (a) 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.
- (b) 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.
- (c) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (d) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, Kalyani.
- (e) In case of Non-Compliance with the contract, the Client reserve sits right to Cancel/Revoke the 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 (if any) 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) 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 \_\_\_\_\_ 202... (Two Thousand Twenty.....) and shall be valid for 01 (One) Year and may be extended for a further period of one (01) year on the same terms and conditions, subject to mutual written consent of both the parties.

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: \_\_\_\_\_

**PRE-CONTRACT INTEGRITY PACT**

This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the \_\_\_\_\_ (month and year) between, on one hand, the Executive Director, **ALL INDIA INSTITUTE OF MEDICAL SCIENCES(AIIMS), KALYANI, WEST BENGAL – 741245** (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, Designation (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (**name of the Works/Services/ Equipment/ Item etc.**) and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership firm, constituted in accordance with the relevant law in the matter and the BUYER (i.e., AIIMS Kalyani) is an Autonomous Institute under Ministry of Health & Family and Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) performing as tertiary health care institute.

Now, therefore, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER:**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.5 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ Authorized Supplier/Dealer and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.



3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **4. Earnest Money (Performance Security)**

4.1 While submitting commercial bid, the BIDDER shall deposit an amount as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through the mode instructed in the Tender Documents:

4.2 The Earnest Money / Security Deposit shall be valid up to 02 months beyond contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER, a clause would also be incorporated in the Articles pertaining to Performance Security Deposit in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Security Deposit in case of a decision by the BUYER to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Performance Security Deposit for the period of its currency.

**5. Sanctions for Violations:** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

5.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

5.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.11 The BUYER will be entitled to take all or any of the actions mentioned at para 5, 5.1 to 5.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.12 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6. Fall Clause:

- 6.1** The BIDDER undertakes ‘if, at any time during the validity of this contract, the successful bidder (herein after referred to as the "Contractor") reduces the sale price or sells or offers to sell the goods covered under this contract to any other party - including other AIIMS, or any Central Government Organization, Ministry or Department of the Central Government, or Public Sector Undertakings (PSUs) of the Government of India, or State Government or Its Departments - at a price lower than the price quoted under this contract, the Contractor shall immediately notify the Executive Director, AIIMS Kalyani (herein after referred to as the "Buyer") of such reduction. Upon such notification, the reduced price shall automatically apply to the goods covered under this contract, and the contract price of such goods shall stand correspondingly reduced with effect from the date such lower price is offered or sold elsewhere.’

## 7. Independent Monitors:

- 7.1 The BUYER/ EMPLOYER has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission: -
- (i) Shri Jatinderbir Singh, IAS (Retd.), (Email Id: [jatinderbir@gmail.com](mailto:jatinderbir@gmail.com) )
  - (ii) Shri Sunil Agarwal, IDSE (Retd.), (Email Id: [s29agarwal@gmail.com](mailto:s29agarwal@gmail.com) )
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the **Executive Director, AIIMS Kalyani**, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

**10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity**

- 11.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.**

<p>For and on behalf of the BIDDER</p> <p>Signature of the authorized official</p> <p>Name of official</p> <p>Stamp/Seal of the BIDDER</p> <p>WITNESS (1)</p> <p>WITNESS (2)</p>	<p>For and on behalf of the BUYER (i.e. AIIMS Kalyani)</p>
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## Evaluation Criteria

The technical bids would be evaluated as per the following evaluation table:

<b><u>ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI</u></b>				
Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.				
NIT No. :				
		<b>Estimated Cost</b>	Rs.1,37,31,776.00 (Rupees One Crore Thirty Seven Lakh Thirty-One Thousand Seven Hundred and Seventy-Six only)	
		<b>EMD Rs.</b>	Rs. 4,11,953.00 (Rupees Four Lakh Eleven Thousand Nine Hundred and Fifty-Three only).	
		<b>Average annual Turnover required= 30%</b>	Rs. 41,19,530.00 (Rupees Forty-One Lakh Nineteen Thousand Five Hundred and Thirty only).	
		<b>80% value</b>	Rs. 1,09,85,421.00 (Rupees One Crore Nine Lakh Eighty-Five Thousand Four Hundred and Twenty-One only)	
		<b>60% value</b>	Rs. 82,39,066.00 (Rupees Eighty Two Lakh Thirty-Nine Thousand and Sixty-Six only)	
		<b>40% value</b>	Rs. 54,92,710.00 (Rupees Fifty-Four Lakh Ninety-Two Thousand Seven Hundred and Ten only)	
<b>Closing date of bid submission :</b>				
<b>Ref. Nomination of committee on case file note sheet on</b>				
		<b>NAME OF AGENCIES</b>		
<b>Sl. No.</b>	<b>LIST OF DOCUMENTS</b>	<b>AGENCY 1</b>	<b>AGENCY 2</b>	<b>AGENCY 3</b>
1	EMD			
2	<del>Copies of Contractor's Enlistment/Registration of appropriate class and category and document of association of specialised agency as per the tender.</del>			
3	Balance sheet of the Bidder for balance sheet 3 years			
4	Profit and loss account of the Bidder for last 3 years			

5	FORM-A Financial information of the Bidder			
5a	He should have average Annual Financial Turnover during the immediate last 03 (Three) consecutive Financial years ending 31st March 2025 of Minimum 30% of EC			
5b	He should have positive net worth and should not have incurred loss in last 03 (Three) years ending 31st March 2025 for which he would submit documentary proof duly certified by a Chartered Accountant. ( see Form B-1)			
5c	Whether Financial arrangements for carrying out the proposed work has been submitted and certified by CA( see Form A, para II)			
6	Whether bankers Certificate as per form B is submitted and found satisfactory			
7	Whether Form for certificate of net worth from CA as per form B-1 is submitted and found satisfactory			
8	Form C : Whether Projects Details of eligible similar nature of works completed during the last seven years ending previous day of last day of submission of tenders as per form C is submitted and found satisfactory			
8 a	If "FORM-C" submitted then correctness of "FORM-C" to be checked with :			
	Certificate of Work Experience & Completion Certificate of Similar Work from Client issued by an officer of appropriate level.			
9	Form C-1 Whether Projects under execution as per form C-1 is submitted and found satisfactory			
10	<b>Similar works completed</b>			
10 a	Three (03) similar works each of value <b>not less than 40%</b> of estimated cost put to tender. <b>OR</b>			
10 b	Two (02) similar works each of value <b>not less than 60%</b> of estimated cost put to tender. <b>OR</b>			
10 c	One (01) similar works each of value <b>not less than 80%</b> of estimated cost put to tender.			
11	Certificate of Registration for GST			
12	Form -1: Detailed information of the Bidder			
13	Form-2: Bidders undertaking against Item Rate Bid for Work			
14	Form-3: Declaration			
15	Form-4: Undertaking for Integrity pact			
16	Annexure – 1			
17	Annexure – 2			
18	Copies of ESIC Registration			
19	Copies of EPF Registration			
20	In case of Authorized Agency of Foreign Firm, details of minimum one manufacturing plant in India.			

21	CA certified "OEM Turnover" of past 3 financial years ending 31 March, 2025.			
22a	Valid OEM Authorisation Letter and Bid Specific MAF Certificate (If bidder is OEM Authorised Agency)			
22b	OEM Self Declaration Certificate (If bidder is OEM itself)			
23	Declaration by Bidder to establish Office-cum-Store in West Bengal within 2 months from the date of issue of LoA.			
24	ISO 9001:2015 (or latest) and other relevant ISO Certifications			
25	UL Certificates for each type of (Fire Retardant) Battery offered			
26	OEM Technical Data Sheet for each type of batteries offered.			
27	Declaration of Authorised Signatory by the bidder			
28	Type Test Certificate for each battery model offered.			
29	MII Declaration			

## **SCOPE OF WORK**

**Name of work:** Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.

1. Supply, installation, testing and commissioning of Online UPS batteries of specified capacity and configuration at AIIMS Kalyani on “as per actual requirement basis” for the period of 12 months from the date of issuance of Letter of Acceptance.
2. **Compatibility:** AIIMS Kalyani currently uses the Eaton 93E Series Online UPS systems. Therefore, the batteries supplied must work properly with this specific UPS model. The agency must ensure that the batteries match all technical and compatibility requirements of the Eaton 93E Series. If any battery model does not work with the existing UPS or is found to be incompatible during installation or testing, it will not be accepted. (Agencies are advised to visit site to assess the same before participating in the bid.)
3. **Pre-Dispatch Testing:**
  - A pre-dispatch testing of batteries to be supplied for this tender is required. The testing should be done at a NABL Certified facility. The test report mentioning the serial numbers of each batteries must be provided with the supplied batteries.
  - The agency shall be fully responsible for arranging such Pre-Dispatch Tests, coordinating with the testing authorities, and obtaining the required test certificates. All costs incurred in connection with these activities shall be borne entirely by the agency.
  - AIIMS Kalyani reserves the right to witness the Pre-Dispatch Testing of batteries through the Engineer-in-Charge (EIC) or their authorized representative. The agency must inform AIIMS Kalyani of the testing schedule well in advance. The agency shall have no objection to AIIMS Kalyani’s presence during such tests. Failure to allow witnessing such tests may result in rejection of the batteries
4. **Supply and Delivery:** Supply of new FR Grade, SMF-VRLA batteries compatible with the existing UPS systems as per Technical Specifications provided below, for AIIMS Kalyani.
5. **Transportation & Handling:** The agency shall be fully responsible for the safe transportation, unloading, and handling of the items at the site. Any damage occurring during transit will be entirely the responsibility of the agency. The Institute will not bear any liability, nor will any compensation be provided in this regard.
6. **Delivery Period:** SITC of batteries should be done within 15 Days from the date of issue of Purchase Order.
7. **Uninstallation of old batteries:** The Agency shall carry out the complete uninstallation of the existing old batteries from the system. This includes safe disconnection, removal of interlink cables/connectors and connecting cables from battery to UPS, and handling of batteries as per applicable safety guidelines. The agency must ensure no damage to the existing setup during removal and shall transfer the uninstalled batteries to the location designated by the department within the Institute.
8. **Installation and Integration:** The Agency shall install the new batteries and integrate them with the existing Online UPS Systems. This includes proper placement, connection of interlink cables and connecting cables from battery to UPS, tightening/torquing of terminals, configuration, and ensuring compatibility with the existing setup. The Agency shall perform all required functional checks to ensure seamless operation of the system after installation. Any integration issues identified during commissioning shall be resolved by the Agency at no additional cost.
9. **Commissioning and Testing:** Complete on-site commissioning and functional testing of the UPS system post-installation to ensure stable performance.
10. **Training & Handover:** The agency shall provide on-site training to the department's technical staff on general battery maintenance, health checks, and emergency procedures at the time of commissioning. No extra payment shall be made in this regard.
11. **After-Sales & Preventive Maintenance:** During Warranty Period, the Agency must provide Half-Yearly Preventive Maintenance (Minimum 2 (Two) times during one-year contract period) of supplied batteries which include (but not limited to):

- Terminal Tightening
  - Battery Bank and Battery Cleaning
  - Voltage and Load Checks
  - Maintenance Report submission to EIC after each visit, etc.
- 12. Defect Liability Period / Warrantee Period:** The agency shall provide comprehensive on-site warranty service for a period of 3 years from the date of successful commissioning. During the warranty period, the agency shall promptly attend to all complaints within 7 days. In case of a defective or faulty battery during the warranty period, the agency shall replace it with new battery of the same make and model, which shall not be older than 3 months on the date of delivery. Failure to attend to warranty complaints within the stipulated time may attract penalties as specified in this tender document.
- 13.** The supplier will be responsible for all unpacking assemblies, wiring, installation cabling between UPS/Battery and connecting the power supplies.
- 14.** The agency shall provide Battery Connectors/Cables/Nut & Bolts (if required) at their own cost. No separate payment shall be made in this regard. The agency shall ensure that this provision is duly considered while quoting for the bid.
- 15. All types of batteries supplied shall be made of fire-retardant material. The agency must submit the necessary certification issued by government-approved laboratories to validate their claim.**
- 16.** If the services provided by L1 Agency is not satisfactory or the Agency fails to perform the required obligations, In such case(s), the Institute may terminate the contract with the L1 Agency and may offer the contract to other Eligible Bidders in the sequence of L2, L3, etc. in order of their ranking in the Price Bid, provided that the Bidder should match the L1 price. If no Bidder agrees to work at L1 price, in this case, the Institute reserves the right to cancel the contract summarily.
- 17. Office-cum-Store:**
- a. The successful bidder must have an Office-cum-Store of appropriate area within West Bengal for the purpose of handling and storage of batteries. If the bidder does not already have such a facility, they shall be required to establish one such facility within two months from the date of issue of the Letter of Acceptance to ensure timely fulfilment of our requirements. No additional financial compensation shall be provided by AIIMS Kalyani for establishing or maintaining such facility.
  - b. **All bidders**, without exception, **shall submit a declaration on a ₹100 non-judicial stamp paper** confirming their understanding of the requirement to establish an Office-cum-Store in West Bengal, or, if the agency already has such a facility, declaring the existence of the same.
  - c. Submission of this declaration is mandatory for all bidders. Failure to submit the declaration along with the bid shall render the bid non-responsive and liable for rejection.
  - d. Actual establishment of the Office-cum-Store is required only from the successful bidder, if does not exist already. Failure by the successful bidder to establish the facility within the stipulated period shall be treated as a breach of contract, and AIIMS Kalyani reserves the right to impose penalties, including (but not limited to) termination of contract and forfeiture of any performance security.
- 18.** Whenever batteries of different capacities and quantities are required by the institute, separate Purchase Orders will be issued to the agency for the same at the finalized RC rates. There shall not be any minimum procurement threshold, and the agency shall be obligated for the supply and SITC even a single battery whenever required.
- 19.** The Agency shall provide the name and mobile number of a key person, who can be contacted at any time (24 x7), even beyond the office hours on holidays. In case of exigencies, the person should be capable of making arrangement for supply of the desired items even on short notice to AIIMS, Kalyani.
- 20.** All Old Replaced Batteries shall remain the property of AIIMS Kalyani, and the Agency shall have no ownership, claim, or right over them in any manner whatsoever.



21. The agency shall ensure the deployment of onsite maintenance team during VIP visits and important occasions. The Engineering Department will notify the agency in advance about the requirements for such occasions and agency must make necessary arrangements accordingly. Any instructions from the Engineering Department regarding manpower deployment for such events must be strictly followed. No any extra payment shall be made for such visits.
22. The agency would also provide necessary PPEs like Safety Shoes for electrical work, Gloves, Safety Belts, Helmets, Safety Ladders, Safety Nets on as required basis to all his workmen and follow all standard guidelines and site instructions for working at height. No extra payment shall be made on account of this.
23. **Technical Specifications:**

- a. **Container Design:** Fire Retardant V0 Class UL94 material. (The Bidder must submit OEM's UL certificates along with ISO 9001:2015 and other relevant Certifications for SMF-VRLA Batteries **(Fire Retardant)** for manufacturing, sales & services of such product.)
- b. **Battery Certifications:** Type Test Certifications from ETDC/CPRI/Other Equivalent Government of India agencies for each type of batteries procured.
- c. **Warranty:** Minimum 3 Years of Manufacturer's Warranty must be provided for each battery.
- d. **Make (Allowed Brands):** Quanta / Exide or other equivalent make.
- e. **Battery Type:** SMF-VRLA
- f. **Rating:** 12 Volts
- g. **Capacity:** 26Ah, 42Ah, 84Ah, 120Ah, 150Ah, and 200Ah.
- h. **Battery Manufacturing Date Compliance:** The Agency must ensure that all supplied batteries are of the **latest manufacturing batch** and have a **manufacturing date not older than three (03) months on the date of delivery at our site**. Batteries older than the specified age at delivery will not be accepted.
- i. **Battery Size Compliance and Rack/Wiring Responsibility:** The Agency must ensure that the physical size/dimensions of the supplied batteries match the existing setup. In case of any variation that requires modification or replacement of racks and/or interconnecting wires, the agency shall bear full responsibility for such modifications, including all associated costs. No extra payment shall be made in this regard in any case.
- j. **Compliance with Safety and Installation Standards:** All work must be executed as per relevant BIS/IEC standards. Proper safety protocols must be followed during dismantling, handling, and installation.
- k. **Emergency Stock Commitment:** The agency shall maintain an emergency stock of 10% spare batteries of the same model/ratings at their local office-cum-store for quick replacement in critical cases.

24. **Payment Terms:**

- a. Payment under this Rate Contract shall be purely on a "Supply-as-Required" basis. The department will issue Purchase Orders from time to time depending on actual site requirement.
- b. The Agency shall submit the bill in triplicate copies to the Engineering Department, AIIMS Kalyani. The Engineering Department shall verify and certify the bill, where applicable, prior to forwarding it for further processing.
- c. Bill will be processed only for the quantity actually supplied, instilled, tested and commissioned against the Purchase Order.
- d. No monthly , quarterly or fixed periodic payment shall be applicable under this Rate Contract.
- e. The Agency shall raise invoices only after successful completion of SITC at the site.
- f. **Invoice Submission:** Agency shall submit the invoice along with the following documents:
  - Delivery Challan copy
  - Installation & Commissioning report

- Product Manual
- OEM Warranty Certificate
- Pre-Dispatch Test Certificate
- Other Relevant Test Certificates (if any)
- Any other relevant documents as and when required by the EIC.

g. **Taxes, Duties and Other Deductions:** As applicable.

**25. Penalty Provision:**

- a. If the Supplier fails to complete the SITC within the stipulated period, liquidated damages shall be levied at the rate of 0.5% of the total ordered value or the value of the delayed/affected items, per week or part thereof, subject to a maximum of 10% of the respective value.
- b. In exceptional circumstances, an extension of the SITC period may be considered only upon submission of a written request by the Agency to the Engineer-in-Charge (EIC) well in advance. The request must clearly justify the reasons for the delay. The extension, if any, shall be granted after due scrutiny and only if the justification is found valid to the satisfaction of the competent authority, and may be allowed with or without levy of applicable liquidated damages, as decided by the competent authority.
- c. In addition to the provisions under clauses 21(a) and 21(b), the Engineer-in-Charge (EIC) shall have the authority to impose liquidated damages in cases not covered under the said clauses, if any deficiency, non-compliance, or performance-related issue is observed. Any such decision by the EIC shall be final and binding on the Agency.
- d. EIC may, after the approval of the Competent Authority, waive off the Liquidated Damages in case the delay, deficiency or non-compliance cannot be attributed to the Agency.

26. The scope of work mentioned above is indicative and not exhaustive. The agency is advised to visit the site before submitting the tender to properly assess the actual quantum of work.

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

**Name of work:** Rate Contract for Supply, Installation, Testing & Commissioning of FR Grade, SMF-VRLA Batteries of Different Ratings for UPS System at AIIMS Kalyani for a Period of 01 (One) Year.

**Part A:** Details of Batteries currently installed at AIIMS Kalyani along with quantities and their Weightage for calculation of L1 Bidder: (For reference only)

S.No.	Make & Model	Battery Specification	Total Quantities (in Nos.)	WEIGHTAGE FACTOR
1	Exide Powersafe Plus	Lead Acid Type 12V, 26Ah	224	0.05
2	Exide Powersafe Plus	Lead Acid Type 12V, 42Ah	356	0.13
3	Exide Powersafe Plus	Lead Acid Type 12V, 84Ah	64	0.05
4	Exide Powersafe Plus	Lead Acid Type 12V, 120Ah	68	0.06
5	Exide Powersafe Plus	Lead Acid Type 12V, 150Ah	304	0.35
6	Exide Powersafe Plus	Lead Acid Type 12V, 200Ah	216	0.35

**Note:** The above mentioned quantity of each item is merely the approximate quantity that AIIMS Kalyani will procure and not liable to purchase the quantity mentioned above. The quantity for each item may vary as per actual requirement of the institute.

**Part B: Price Bid format: (For uploading at portal)**

S.No.	Battery Specification	WEIGHTAGE FACTOR (A)	UNIT PRICE (inclusive of all applicable taxes, transportation, loading and unloading etc.) (Rs.) (B)	WEIGHTED AVERAGE PRICE (C) = (A) x (B)
1	FR Grade, SMF-VRLA, Lead Acid Type 12V, 26Ah	0.05		
2	FR Grade, SMF-VRLA, Lead Acid Type 12V, 42Ah	0.13		
3	FR Grade, SMF-VRLA, Lead Acid Type 12V, 84Ah	0.05		
4	FR Grade, SMF-VRLA, Lead Acid Type 12V, 120Ah	0.06		
5	FR Grade, SMF-VRLA, Lead Acid Type 12V, 150Ah	0.35		
6	FR Grade, SMF-VRLA, Lead Acid Type 12V, 200Ah	0.35		
Total Weighted Average Price				

➤ **Method for Determination of L1 Bidder (Weighted Average Evaluation):**

1. The provision of Weighted Average Price evaluation has been incorporated to eliminate undue price loading or manipulation on selective items and to ensure a fair, uniform, and transparent competition among bidders .
2. **All bidders shall quote item-wise unit rates only.**
3. **The bidder shall quote rates for batteries of only one make for all the items.** Multiple or mixed makes for different items in the same bid shall not be accepted. This is a single-vendor award tender. The complete set of items under the SoQ/Price Bid will be awarded to the L1 bidder only. No item-wise or partial award to multiple bidders shall be considered.
4. Unit rates shall be quoted on an all-inclusive basis covering all applicable taxes and duties, freight, transportation, loading/unloading, handling, and any other associated incidental or overhead costs. After the issue of LoA/PO, no additional charges or claims on any account shall be entertained by the Institute.
5. **Evaluation shall be carried out on the basis of Weighted Average Price**, using the *Weightage Factor* assigned to each item.
6. **Weightage Factor** is provided in decimal form against each item for reference of the Bidders.

7. “Weighted Average Price” for each item = (Quoted Unit Rate × Weightage Factor)  
(*Example:* If quoted rate = ₹5,000 and weightage factor = 0.20  
⇒ Weighted Average Price =  $5000 \times 0.20 = ₹1,000$ )
8. “Total Weighted Average Price” of Bidder = Sum of all “Weighted Average Price” for all items listed in SoQ/Price Bid.
9. The bidder quoting the lowest “Total Weighted Average Price” shall be declared as L1.
10. The Rate Contract shall be valid for one year and the item-wise unit rates quoted by the L1 bidder shall remain firm and frozen for the entire contract period.
11. Billing and payments shall be made strictly at the respective item-wise “Unit Price”.
12. The Weighted Average Price shall be used solely for the purpose of bid evaluation and deciding the L1 bidder and shall not be used for billing, issuance of POs and/or any other purposes.
13. Quantities of item indicated at Part A of the SoQ are for reference only and do not represent actual or committed procurement quantities.
14. **The bidder must quote rates for all items listed in the BOQ.** Non-quotation of any item may render the bid non-responsive.
15. In case of a tie, L1 shall be finalized as per standard tie-breaking rules of the Institute/applicable Government norms.
16. Standard Capacity Requirement: Bidders shall quote only for standard battery capacities as specified in the Technical Specifications.

## **Annexure - 1**

### **Declaration of Battery Make and Model**

(To be submitted on the official letterhead of the Bidder)

S.No.	Battery Type	Voltage (Volts)	Capacity (Ah)	Make	Model	OEM TDS Attached (Yes/No)	Remarks (If any)
1	FR Grade, SMF-VRLA	12	26				
2	FR Grade, SMF-VRLA	12	42				
3	FR Grade, SMF-VRLA	12	84				
4	FR Grade, SMF-VRLA	12	120				
5	FR Grade, SMF-VRLA	12	150				
6	FR Grade, SMF-VRLA	12	200				

#### **Declaration:**

- We hereby declare that the above-mentioned batteries are the ones for which we are submitting our price quote. All information provided is true and correct to the best of our knowledge.
- We also confirm that unaltered OEM Technical Data Sheets (TDS) for all the above models have been attached with this submission.

#### **Authorized Signatory:**

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

Designation: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Signature & Seal: \_\_\_\_\_

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

## **Annexure – 2**

### **LETTER HEAD OF THE VENDOR**

#### **LAND BORDER SHARING DECLARATION**

(Reference: Restrictions under Rule 144 (xi) of the General financial Rule (GFRs), 2017)

Date:

Tender Ref. no. (Tender ID): .....

Name of the Tendered Item:.....

Name of the Bidder:.....

Quoted Model:.....

Name & Address of Original Equipment Manufacturer of quoted model:

i) Actual Manufacturing Site:

ii) Legal Manufacturing Site:

It is hereby declared that in line with Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by MoF, Govt. of India read with it's subsequent amendments regarding restrictions on procurement from a bidder of a country which shares a land border with India, We hereby confirm the following:

i) We, M/s. ....(Name of the Bidder) have read the above order and; I certify that our company (as a bidder), our Manufacturer's Authorization firm M/s. .... (if applicable) and the quoted item against the above tender:

- is not from such country *OR* not a subsidiary of an entity from such country or,
- if from such a country, has been registered with the Competent Authority *(if applicable, registration from Competent Authority is to be enclosed)*.

I hereby certify that our company (as a bidder) fulfills all criteria of the above order {Order no. F.7/10/2021-PPD (1)}(Public Procurement No. 4) dated 23.02.2023} read with it's subsequent amendment(s) and is eligible to be considered.

ii) We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that we (as a bidder) and our quoted item against the above tender do not have any ToT arrangement requiring registration with the Competent Authority.

The information provided above are true and we understand that any deviation, if found, the procuring entity has right to initiate legal action against us including debarment/blacklisting.

Seal & Signature

Name & Designation of Authorized signatory: (As per Power of Attorney provided in the tender)

Place & Date:

**Note: It is to ensure that no tampering is permissible in the above format.**