

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ्) All India Institute of Medical Sciences, Raipur (Chhattisgarh)

<u>खंडन</u>

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग) के लिये बोलीदाताओं / फर्म /एजेंसी इत्यादि से प्रस्ताव नहीं बल्कि प्रस्ताव प्राप्त करने का आमंत्रण है, संविदात्मक दायित्व तब तक नहीं होगा जब तक कि औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/ फर्म/ एजेंसी इत्यादि के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित न किया गया हो |

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of AIIMS, Raipur with the selected bidder/firm/agency.

All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh Tele: 0771- 2971307, 2577279 email: <u>admin@aiimsraipur.edu.in</u> Website: www.aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में वाहन किराए पर लेने के लिए निविदा आमंत्रित करने की सूचना.

Notice Inviting Tender "FOR HIRING OF VEHICLES "

At

All India Institute of Medical Sciences, Raipur

Published Date	19/11/2019 Time 01.30PM
Bid Document Download / Sale Start Date	19/11/2019 Time 01.35PM
Clarification Start Date	20/11/2019 Time 10.00AM
Clarification End Date	27/11/2019 Time 03.00PM
Pre bid meeting	27/11/2019 Time 03.30PM
Bid Submission Start Date	04/12/2019 Time 10.00AM
Bid Submission End Date	13/12/2019 Time 06.00PM
Bid Opening Date	16/12/2019 Time 03.30PM

CRITICAL DATE SHEET

All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh Tele: 0771- 2971307, 2577279 email: <u>admin@aiimsraipur.edu.in</u> Website: <u>www.aiimsraipur.edu.in</u>



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर, (छत्तीसगढ़) All India Institute of Medical Sciences, Raipur (Chhattisgarh) Tatibandh, GE Road, Raipur-492 099 (CG) Website : www.aiimsraipur.edu.in e-mail: <u>store@aiimsraipur.edu.in</u>

- **1.** Director AIIMS Raipur invites online bids on single stage two bid systems for "Providing the services of Hiring of Vehicles at AIIMS, Raipur". Manual bids shall not be accepted.
- **2.** Tender document may be downloaded from AIIMS web site <u>www.aiimsraipur.edu.in</u> (for reference only) and CPPP site <u>https://eprocure.gov.in/eprocure/app</u> as per the schedule as given in CRITICAL DATE SHEET as under.
- **3.** Bid shall be submitted online at CPPP website: https://eprocure.gov.in/eprocure/app.
- **4.** Bid documents may be scanned with 100 dpi with black & white option which helps in reducing size of the scanned document.
- 5. Tenderer who has downloaded the tender from the AIIMS web site www.aiimsraipur.edu.in and Central Public Procurement Portal (CPPP) e-Procurement website https://eprocure.gov.in/eprocure/app shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.

The Technical bid should include as per Annexure –A

General Terms and Conditions:-

- 1. Manual bid shall not be accepted in any circumstance.
- 2. The complete bidding process in online bidding, Bidder should been in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
- 3. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <u>https://eprocure.gov.in/eprocure/app</u>.
- 4. Quotations/Bid should be valid for 180 days from the tender due date i.e. tender opening date.
- 5. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, and GST registration.
- 6. The GST registration details may please be furnished.
- 7. The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the EMD will be forfeited. Furthermore on completion of the stipulated time period, Work Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
- 8. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- 9. All disputes shall be subject to Raipur Jurisdiction only.

- 10. AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
- 11. The Tender/Bid will be opened online at website <u>https://eprocure.gov.in/eprocure/app</u> on Sr. Administrative office at AIIMS Raipur Premises at the time of bid opening.
 - i. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned services
 - ii. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
- 12. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.

13. Award of Contract

The Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

- i) Notwithstanding the above, the Institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- ii) The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.
- 14. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.

15. Earnest Money:

Earnest money **(i.e. ₹ 1,91,200.00)** by means of a Bank Demand Draft/ FD/BG, a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD/BG may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The earnest money (DD/FD/BG or any exemption certificate) must reach at office of the Sr. Administrative Officer, Gate no. 5, Medical College Building, 2nd Floor, AIIMS, Raipur prior to opening of tender.

- i. No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited
- ii. Tenders without Earnest Money will be summarily rejected.
- iii. No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- iv. If MSME firm is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption.
 - 1. National Small Industries Corporation (NSIC)
- v. The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.

vi. EMD should remain valid for a period of 180 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

16. <u>Tender Cost</u>:- Exempted as per provision of GFR -2017.

- 17. In case the service provider requires any elucidation regarding the tender documents, they are requested to contact to the Sr. Administrative Officer, AIIMS Raipur through e-mail: <u>store@aiimsraipur.edu.in</u> or <u>admin@aiimsraipur.edu.in</u> on or before end date of clarification as per critical date sheet.
- 18. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

Sr. Administrative Officer, For and on behalf of **Director**, **AIIMS Raipur**.

Other Terms & Conditions:

1. Pre-Bid Meeting:-

The pre-bid of tender meeting will be held **on 27-11-2019 at 03.30 PM in the Committee Hall, 1st Floor, Medical College Building, AIIMS, Raipur** regarding clarifying any points regarding these tender documents by the prospective bidders. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has fully understood everything about this tender. The date of the opening of the technical bid will be posted on the official website and the bidders should attend the same. Thereafter, the technical bids will be evaluated and names of the bidders who are technically qualified will also be posted on the official website. A meeting will be held to verify the documents as submitted in support of qualifying criteria in respect of only technically qualified bidders and they have to produce original documents for verification. Those who fail to produce any required document in original on the appointed date and time, theirs bid will liable to be rejected without giving any further opportunity.

Representative shall be attend the pre-bid tender meeting with authorization letter.

2. Performance Security Deposit:-

- a. The successful bidder shall have to submit a 10% performance security deposit (PSD) in the form of BG/FDR/DD of contract value within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 days upto 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a panel interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31^{st} day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Bond is mandatory.
- b.Successful bidder/firm should submit performance security deposit as prescribed in favour of "AIIMS, Raipur" and to be received in the office of Sr. Administrative Office, 2nd Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of services or 30 days from the date of acceptance of the work order, whichever is earlier. The performance security deposit to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents, for an amount covering 10% of the contract value.
- c.The Performance Security Deposit should be in favour of "AIIMS Raipur" through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
- d.Validity of the performance security deposit shall be for a period of 60 days from the completion of contract beyond the entire contract period from the date of issue of work order.

Forfeiture of Performance Security Deposit

If during the term of this contract, the contractor is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the AIIMS RAIPUR shall without prejudice to its other rights and remedies hereunder or the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar AIIMS RAIPUR from recovering from contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

3. Contract Period:-

Duration of Contract: The duration of Contract for Hiring of Vehicle at AIIMS, Raipur shall be one year, which may be extendable for another one year or more at the same rate as well as same terms and conditions by mutually agreement of the direction of Director AIIMS Raipur.

4. Right of Acceptance:-

AIIMS, Raipur reserves the right to accept or reject any or all bidder/tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender.

5. Validity of the bids:-

The bids shall be valid for a period of 180 days from the date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

6. Communication of Acceptance:-

AIIMS, Raipur reserves the all right to accept or reject any or all bids without assigning any reasons. AIIMS, Raipur also reserves the right to reject any bid which in it's opinion is non- responsive/not-viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected out-rightly.

7. Breach of Contract:-

In case of breach of any terms and conditions as mentioned Agreement/Contract, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

8. Subletting of contract:

The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one bid.

9. Clarification of Offers:-

To assist in the analysis, evaluation and computation of the Bids, the Competent Authority, may ask Bidders individually for clarification of their Bids. The request for

clarification and the response shall be in writing but no change in the price or substance of the Bid offered shall be permitted.

10. Right to call upon information regarding status of contract:-

The AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

11. Terms of payment:-

- a) Monthly bills shall be submitted in duplicate to the Sr. Administrative Officer, AIIMS, Raipur along with duty slips duly signed by the user. Payment of any Govt. tax or duty for plying the vehicles will be liability of the contractor. Parking & toll charges, if any, may be claimed on production of parking / toll slips
- b) The Basic rates quoted are fixed. GST as per actual will be applicable and paid extra.

12. Award of Contract

AIIMS Raipur will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has quoted the lowest price.

- i. Notwithstanding the above, AIIMS Raipur reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- ii. The bidder whose bid is accepted will be notified of the award of contract by the AIIMS Raipur prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

13. Arbitration:-

If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result with in a period of 30 days, either of the parties may make a request to Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole Arbitrator will be appointed by the Director, AIIMS Raipur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

14. Force Majeure:-

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be

resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of AIIMS, Raipur as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

15. Legal Jurisdiction:-

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

16. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.

A. Scope of Work:-

1. Provision of commercial vehicles with licensed drivers, registered Commercial vehicles on Hiring basis for running for AIIMS, Raipur in Headquarters (Raipur) or outside the headquarters.

Sr. No.	Description	Monthly running in KM	No. of Vehicles	Use of vehicles
1	Toyota Innova or equivalent A/C (vehicle should not be older than 1 year from the date of manufacturing)		02	01 (Director Office) 01 (CFM Department)
2	Sedan Type (Swift Dezire/ Hyundai Xcent / Ford Figo Aspire / Honda Amaze / Volkswagen Ameo / Mahindra Verito / Toyota Etios /Tata Indigo or equivalent A/C (vehicle should not be older than 1 year from the date of manufacturing)	2000	04	01 (DDA Office) 01 (FA Office) 01(MS Office) & 01 (Other Official use)
3	50-seater Bus (vehicle should not be older than 1 year from the date of manufacturing)	1000	03	02 (MBBS College) 01 (CFM department)
4	40-seater Bus (vehicle should not be older than 1 year from the date of manufacturing	1000	02	Nursing College

2. Estimated initial requirement of the commercial vehicle will be as under:-

It may be specifically noted that AIIMS, Raipur shall place the above / any of the above order only as per the actual requirement from time to time. AIIMS, Raipur reserves the right to increase or decrease the required quantity of services without any change in hiring charges of the offered quantity or other terms and conditions at the time of award of contract or at any time during the currency of the contract.

- 3. Duty hours will be ten hours per day on all days of the month except Central Govt. Gazetted Holidays. Duty hours will normally commence from 0900 Hrs to 1900 Hrs, but shall be reckoned from the time of reporting to time of leaving the office.
- 4. Notice period for regular requirements will be one day in advance and telephonic /e-mail intimation shall be considered as notice. Normally, reporting place will be at the **AIIMS Medical College**, Gate No. 5, Tatibandh, Raipur. However, actual place of reporting shall be specified by the users of vehicles.
- 5. Counting of distance will be from garage to garage but chargeable distance in this respect shall not be more than 5 kms in one round (Reporting to leaving).
- 6. The meter reading should tally the actual distance of run at any instant and the Sr. Administrative Officer; AIIMS Raipur shall have full powers to check up the meter for its correctness and to take action accordingly. Each driver must maintain a log book. A daily record indicating time and mileage for each vehicle shall be maintained in a Log-Book of vehicle, which shall be submitted to the office of Sr. Administrative Officer, AIIMS Raipur.
- 7. Vehicle should be in roadworthy condition with neat and clean seat covers along with spare tyres, tools and kits for petty repairs and replacement of tyres. Seat covers required to be periodically washed and changed the cost of which shall be borne by the contractor.
- 8. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- 9. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. AIIMS, Raipur shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under IPC and any loss caused to AIIMS, Raipur have to be suitable compensated by contractor.
- 10. The contractor will provide Police Verification Certificate of each employee within a period of one month from the date of deployment.

- 11. The Cars will be kept neat and clean and in perfect running condition with shining body and clean interior with good upholstery. If condition of vehicles is not found satisfactory, they shall be returned for immediate replacement. If no replacement(s) is/are made in time, the Contractee shall have a right to hire vehicle(s) from local market, and cost so incurred towards this, shall be borne by the Contractor.
- 12. The contractor shall send the vehicle for periodical servicing at his own cost. AIIMS, Raipur will not pay any mileage run for such servicing nor any deduction will be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be borne by the contractor.
- 13.Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to the Sr. Administrative Officer, AIIMS, Raipur as and when demanded.
- 14.The contractor / authorized representative and all the drivers should be equipped with round the clock communication facility (mobile etc.) with proper uniforms.

B. Eligibility criteria

- 1. Bidder should be recognized by the Department of Tourism, Govt. of India / State Govt. / Any other reputed public Institution/ Body or from a large organization of repute from Private Sector.
- 2. The bidder should own or have on lease sufficient vehicles should **not be older than 1 year from the date of manufacturing** & vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
- 3. If vehicle is not commercially registered, approved contractor, shall get the vehicle commercially registered within 30 days from the signing of agreement and submit the proof to AIIMS, Raipur so that award of work may be done. An undertaking in this regard is mandatory by the bidder.
- 4. The bidder should have during preceding 3 years i.e. successfully executed similar contract of the value of 22.50 lakh (each year) or more.
- 5. The bidder shall also submit full details of the vehicles along with copy of the RC Book that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicle should not be older than 1 year from the date of manufacturing.
- 6. The bidder should have experience of minimum period of 3 years for similar type of contract of supplying commercial vehicles /cars to Govt. organization or any large organization of repute.

- 7. The bidder shall not act as a broker for any other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet. The bidder will also ensure that they will not supply the vehicles to AIIMS, Raipur which are either owned by employees of AIIMS, Raipur or their near relatives.
- 8. That the vehicles provided to AIIMS Raipur fulfill the norms prescribed by the Transport Department of Government of Chhattisgarh for hired vehicles.
- 9. Vehicle should be registered in Chhattisgarh.
- 10. Vehicles proposed to be provided in the technical bid, can be verified by the AIIMS Raipur. Prior to opening of financial bids.

C) SPECIAL CONDITIONS OF CONTRACT:-

- AIIMS, Raipur proposes to hire Taxies (Toyota Innova or equivalent A/C (2), Swift Dezire/ Hyundai Xcent / Ford Figo Aspire / Honda Amaze / Volkswagen Ameo / Mahindra Verito / Toyota Etios / Tata Indigo or equivalent A/C (4), Bus 50-Seater (3) & Bus 40-Seater (2) on monthly basis for official use of AIIMS Raipur on Annual Rate Contract basis.
- 2. The above Vehicles are to be hired on following basis:
 A) Monthly basis with two components to be paid separately.
 1. Monthly fixed rent
 - B) Daily basis:

1. Fixed daily rent

C) For Short period basis:

1. 60 km. 4 hour (on lump sum basis)

2. 100 km. 8 hour (on lump sum basis)

D) Kilometre basis:

1. Per kilometre basis for outside state journey.

- 3. If monthly run is less than fixed limit per month, than balance Kms shall be brought forward & adjusted in next three months.
- 4. AIIMS, Raipur may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
- 5. The agency will be liable to provide vehicles during and beyond office hours on all working days. The agency shall also have to provide the vehicles in Sundays as well as other public holidays as and when required by the authority.
- 6. In case, the condition of vehicle is found unsatisfactory, it shall be returned for immediate replacement failing which, the authority shall have the right to hire

a vehicle from the market and additional cost incurred by the authority shall be borne by the agency.

- 7. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, AIIMS, Raipur shall have no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
- 8. The contractor shall when called upon to do so, place at the disposal of AIIMS, Raipur such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of engaged vehicle at that point of time.
- 9. Bid will be awarded to the agency which quoted lowest consolidate price for all vehicles, however AIIMS, Raipur reserves right to counter offer price to any of the prospective contractors against price quoted by the bidder.
- 10. The successful bidder has to constitute a contract on 100 rupees stamp paper within 7 days of the award of work.
- 11. The log book of monthly bills will be clearly filled by contractor, overwriting will not be accepted by the contractor.
- 12. The Contractor shall be fully responsible for theft/burglary, fire or any mischievous deeds by his drivers & the Contractor shall be directly responsible for any dispute arising between him and his drivers.
- 13. The Contractor shall be responsible for correct & timely payment of wages/salaries and other benefits and allowances to his driver that might becomes applicable under any Act or order of Govt., irrespective of any delay in payment at AIIMS Raipur part. The Contractee shall have no liability whatsoever in this regard and the contractor shall indemnify the Contractee against all claims which may arise under the provision of various acts, Govt. Order etc.
- 14.The Contractor shall be responsible to insure compliance of the provision of all enactments, laws, rules and instructions in force and applicable thereto. The Contractor shall be liable to ensure compliance to the contract.
- 15. The Contractee will not, in any manner, be responsible for any act omission or commission of the drivers engaged by the Contractor and no claim in this respect shall lie against the Contractee. If any such claim is made against the Contractee by any drivers of his heirs engaged/employed by the Contractor, which the Contractee is obliged to discharge by virtue of any statue of any provision of law and rules due to the mere fact of the drivers of the Contractor working at the office premises or otherwise, the Contractor will be liable to

indemnify/reimburse the Contractee all the money paid in addition to the expenses incurred by him.

- 16.The Contractor shall provide valid pollution control certificates before engaging the vehicle.
- 17. The Contractor shall provide vehicles having White Color except Bus
- 18. All the vehicles shall have All India Taxi permit.
- 19. The rates quoted shall be comprehensive including but not limited to wages to the driver, cost of oil, fuel, taxes, insurance. The Contractor shall solely be responsible for compliance of statutory and non-statutory requirements involved in providing the vehicle on monthly rental.
- 20. The contractor shall bear the cost of all the maintenance work of the vehicle provided. In case, the vehicle cannot be made available due to breakdown, inspection etc, the contractor shall make alternative arrangements to provide substitute vehicle of the same category failing which the amount born by the company to arrange a vehicle, will be recovered from the bill of the contractor.
- 21.No advance will be given for the service provided by the contractor and the payment will be made only on monthly basis on presentation of bill after statutory deductions such as Income Tax, others as applicable. The contractor should also ensure that wages not less than the minimum wages applicable is paid to the driver. Certificate to this effect shall be submitted by the contractor along with the monthly bill. PF & ESI coverage as applicable shall be the responsibility of the contractor.
- 22. The meter indicating the kilometer should be accurate and in working condition as per the regulation of the Regional Transport Authorities concerned. The kilometre reading will be recorded at the office premises ie, kilometer at the time of going out of office and at time of returning to office. The odometer of the vehicle should be in working condition and in case any defect occurs, it shall be rectified within 3 days after making alternate arrangements to perform the work undertaken.
- 23. The tenderer should ensure that the drivers engaged are regular. The character and antecedent of the driver shall be verified and certified by the appropriate authority. The drivers of the vehicle should have good vision, should be well behaved and should hold valid driving license. In case the company decides to change the driver, the contractor should provide substitute immediately. The drivers engaged shall be of the age of 50 years or below. The contractor shall take Necessary Insurance coverage for the drivers engaged by him.
- 24. The rate finalized against the tender shall remain firm and valid for a period of Two years from the date of work order (Contract period of one year + extendable

for another one year) and no revision/escalation will be considered except in the case of increase or decline in fuel price.

D) <u>Penalty: -</u>

- In case of break down, vehicles have to be replaced by other vehicle immediately (not more than one hour gap). In case of non-availability of suitable vehicle, a penalty of ₹ 500/- for the said break down shall be imposed in addition to deduction on pro-rata basis for the said period. Continuation of non-availability of suitable vehicle on another day shall construe to another break down, and will be liable to the penalty of ₹ 500/- and pro rata deduction. In case, occurrence of such break down exceeds three times in a month, a penalty of ₹ 3000/- per break down shall be imposed.
- 2. Non-availability of designated vehicles /replacement of such vehicles without prior notice during normal duty hours will also attract a penalty of ₹ 500/- per day. Denial / non- availability of vehicles during extra hours, will also attract a penalty of ₹ 500/.
- 3. Failure to provide vehicles continuously for a period of seven days will be treated as breach of contract and the Security deposit will be forfeited.
- 4. AIIMS, Raipur may by giving one month's written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
- 5. AIIMS, Raipur may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts.
 - a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by AIIMS, Raipur.
 - b) If the contractor fails to perform any other obligation(s) under the contract.

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK/ NATIONALIZED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED) To.

The Director All India Institute of Medical Sciences (AIIMS), Tatibandh, GE Road, Raipur-492 099 (C.G.)

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....Dt.....for providing of.....AND WHERE AS the said tender document requires the service provider whose tender is accepted for providing the services of Hiring of Vehicles in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs......[10% (ten percent)of the purchase value] which will be valid for entire contract period, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the work order.

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said firm has committed a breach of any of the conditions referred in tender document/ work order shall be final and binding.

We,.....(name of the Bank & branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the firm and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

Not with standing anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed`..... (Indian Rupees.....only).

b. This Bank Guarantee shall be valid upto...... (date) and

c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before...... (Date), Claim period should be beyond six month from the date of validity i.e. (b) above.

Yours truly,

Signature and seal of the Guarantor Name of the Bank:..... Complete Postal Address:

Page **16** of **23**

<u>Form-A</u>

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCESSFUL BIDDER RTGS / National Electronic Fund Transfer (NEFT) Mandate Form

1		in Transfer (NEI 1) Manuale 1011
1.	Name of the Bidder	
2.	Permanent Account No(PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No.	
	i) NEFT/IFSC Code	
	g) RTGS Code	
	h)Type of Account	
	j) Account No.	
4	Email id of the Bidder	
5.	Complete Postal Address of the bidder	

<u> Form – B</u>

Declaration by the Bidder:

- 1. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
- 2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them
- 3. The bidder should not have been blacklisted before by any government organisation/institute etc.
- 4. The bidder should not have been prosecuted by any court of law defaulter for any Bank/Financial organization etc.

Place:-	
Date:-	

(Signature of Bidder with seal) Name : Seal : Address :

TECHNICAL QUALIFICATIONS AND DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

The following documents are required to be uploaded by the Bidder along with Technical Bid as per the tender document:-

- 1. Scanned Copy of EMD documents must be uploaded.
- 2. Name & Address of the Tenderer Organization/ Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).
- 3. State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (On Letter Head).
- 4. Power of Attorney Authorization for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization& different person other than proprietor.
- 5. Bidder having experience of providing vehicles on hired basis in Central/State Government/ PSUs/Public Sector Companies/Reputed Organisations costing of ₹ 22.50 lakhs or more in each of last three financial years (2016-17 2017-18 2018-19. A copy of the satisfactory certificate from the authorized person should be attached.
- 6. Details about your agency, clearly indicating details of managerial, supervisory and other staff also indicate the number of muster roll staff available.
- 7. Valid and authenticated certificate from Department of Tourism, Govt. of India/ State, PSU / Any other reputed public Institution/reputed company /Autonomous or statuary Body/ Govt. Agency showing satisfactory performance of the firm. (Please attach attested copy)
- 8. Infrastructure capabilities (Particulars of the vehicle viz. type, make, model and registration number etc.)
- 9. Undertaking of the agency confirming the availability of adequate vehicle required for deployment at AIIMS Raipur
- 10. Should be enclosed copy of GST Registration certificate.
- 11. Should be enclosed copy of PAN card.
- 12. Should be enclosed copies of returns of Income Tax for last three financial years (2016-2017, 2017-2018, 2018- 2019).
- Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years. (2016-2017, 2017-2018, 2018- 2019) should be attached with bid.

Annexure - A

- 14. Please submit on company/firm letter head that:
 - a) No case is pending the police against the Proprietor/partner or the Company (Agency). Indicate any convictions if any against the Company/firm/partner.
 - b) Proprietor/firm has never been blacklisted by any organization.
- 15. Duly filled Form–A & Form–B.
- 16. Please enclosed self-attested copy of the following for each offered vehicles
 - a) RC Book
 - b) Road Tax Paid Certificate
 - c) Insurance Paid Certificate
 - d) Fitness Certificate
 - e) Pollution Certificate
 - f) All India Taxi Permit
- 17. The bidder should have their registered office / branch in Raipur. If not, than undertaking (on letter head) for providing the same within 30 days from the award of work.
- 18. Please submit the documents of proposal to be deployed drivers as per tender documents with valid Licence, badge, Police Clearance Certificate form concerned Police Station & Traffic Police Station.
- 19. Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped.

Sr. No.	Description	No. of Vehicles	Make
1	Toyota Innova or equivalent A/C (vehicle should not be older than 1 year from the date of manufacturing) –	02	
2	Sedan Type (Swift Dezire/ Hyundai Xcent / Ford Figo Aspire / Honda Amaze / Volkswagen Ameo / Mahindra Verito / Toyota Etios /Tata Indigo or equivalent A/C (vehicle should not be older than 1 year from the date of manufacturing)	04	
3	50-seater Bus (vehicle should not be older than 1 year from the date of manufacturing)	03	
4	40-seater Bus (vehicle should not be older than 1 year from the date of manufacturing)	02	

20. Please submit the details of vehicles offered.

21. List of similar work executed during the last 3 years.

Sr. No.	Location of the work & Name of organization	Contract (Rs.)	amount	Contract Period	Name & Contact No. of the client

PRICE BID

Price bid in the form of BOQ _XXXX.xls

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3) Number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.
