# अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ)

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

| Dublished Data                          | 00/01/2021 Times 04 00DM |
|---|--------------------------|
| Published Date                          | 09/01/2021 Time 04.00PM  |
| Bid Document Download / Sale Start Date | 09/01/2021 Time 04.05PM  |
|   |                          |
| Clarification Start Date                | 10/01/2021 Time 10.00AM  |
|   |                          |
| Clarification End Date                  | 18/01/2021 Time 03.00PM  |
|   | 13/01/2021 Hine 05.001 W |
| Pre bid meeting                         | 18/01/2021 Time 03.30PM  |
|   |                          |
| Bid Submission Start Date               | 25/01/2021 Time 10.00AM  |
| Bid Submission End Date                 | 02/02/2021 Time 06 00DM  |
|   | 03/02/2021 Time 06.00PM  |
| Bid Opening Date                        | 05/02/2021 Time 03.30PM  |
|   |                          |

CRITICAL DATE SHEET

## All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh Tele: 0771- 2573777, 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: admin@aiimsraipur.edu.in

- Director AIIMS Raipur invites online bids on <u>single stage two bid system</u> for "Hiring of Vehicles services on monthly basis at AIIMS, Raipur".
- **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.
- **3.** Bid shall be submitted online at CPPP website: https://eprocure.gov.in/eprocure/app. Manual bids shall not be accepted under any circumstance.
- **4.** Bid documents may be scanned with 100 dpi 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> 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 bidder is liable to be banned from doing business with AIIMS Raipur.
- 6. <u>The Technical qualifications and documents required with technical bid are</u> <u>mentioned in Annexure –A.</u>
- 7. <u>Agreement shall be execute by both parties (awarded bidder & AIIMS Raipur) as per</u> <u>Annexure – B. The award of the tender will be subject to terms and conditions</u> <u>mentioned in the agreement at Annexure-B.</u>

### **General Terms and Conditions:-**

- 1. Manual bid shall not be accepted in any circumstance.
- 2. The complete bidding process in online bidding, Bidder should be 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. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder 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 no. of vehicles shown is approximate and may vary as per demand of the Institute at the time of placement of order and during the course of work.
- 6. The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the bidder is liable to be banned from doing business with AIIMS Raipur further three years.

- 7. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- 8. All disputes shall be subject to Raipur Jurisdiction only
- 9. 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.
- 10. The Tender/Bid will be opened online at website <u>https://eprocure.gov.in/eprocure/app</u> in Sr. Administrative office at AIIMS Raipur Premises at the prescribed time.
  - i. Financial bids of only those bidders will be opened whose technical bids are found suitable by the expert committee appointed for the purpose.
  - ii. No separate information shall be given to individual bidders.
  - iii. In comparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
- 11.Notwithstanding anything contained in this bid document, 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.
- 12. The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiry of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.
- 13. The competent authority reserves the right to reject the service if the same are not found in accordance with the required description/quality and make alternative arrangement at the risk & cost of contractor.
- 14. Earnest Money Deposit is waived in compliance of Department of Expenditure O.M. No. F.9/4/2020-PPD dated 12.11.2020. However, a Bid Security Declaration in prescribed format (Annexure-C) must be submitted with the bid document. Tenders without Bid Security Declaration will be summarily rejected.
- 15. Tender Cost is exempted as per GFR -2017.
- 16. In case the service provider requires any clarification regarding the tender documents, they are requested to contact the Sr. Administrative Officer, AIIMS Raipur through e-mail: <a href="mailto:admin@aiimsraipur.edu.in">admin@aiimsraipur.edu.in</a> on or before end date of clarification as per critical date sheet.

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

## Other Terms & Conditions:

## 1. Pre-Bid Meeting:-

The pre-bid Tender meeting if requested by bidders will be held **on 18-01-2021** at **03.30 PM** in the Medical College Building, AIIMS, Raipur for clarifying any points relating to this tender document by the prospective bidders. The agency(s) may get clarified any disputes regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion relating to this contract will not be entertained and it will be deemed that the agency has fully understood the terms and conditions of 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 may be held to verify the documents submitted in support of qualifying criteria in respect of only technically qualified bidders and they shall have to produce original documents for verification. Those who fail to produce requisite documents in original on the appointed date and time, their bid will be rejected without giving them any further opportunity.

## 2. Performance Security Deposit:-

- a. The successful bidder shall have to submit a performance Security Deposit (PG) @ 3% of contract value within 15 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 15 days and upto 30 days from the date of issue of LOA may be given at the discretion of competent authority. However a penal interest of 15% per annum shall be charged for the delay beyond 15 days. i.e. from date of issue of LOA. In case the bidder fails to submit the requisite PG even after 30 days from the date of issue of LOA the contract shall be terminated and the failed contractor shall be debarred from participating in re-tender (if any) for that item/service. Performance Security Deposit is mandatory.
- b. Successful bidder/firm should submit performance security as prescribed in favour of "AIIMS, Raipur" to be received in the office of Sr. Administrative Officer, 2<sup>nd</sup> Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099.
- c. The Performance Security should be established 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 shall be for a period of 60 days beyond the expiry of contract.
- 3. Contract Period:
  - a) The duration of the contract shall be **for a period of two (02) years which may be extended or curtailed, at the discretion of the Institute.** Extension(s), if any, will be granted for a period of 1 year at a time, on mutually agreed terms and conditions, subject to successful/satisfactory completion of initial contract. The Agency, however, will have no right to claim extension on the basis of satisfactory completion of the initial contract. The extension will be entirely at the discretion of the Institute.

- b) The period of the contract may be curtailed/terminated before the completion of the contract period due to reduction/cessation of requirement or owing to deficiency in service by the selected Company/ Firm /Agency or otherwise at the discretion of the AIIMS, Raipur.
- c) AIIMS Raipur reserves right to terminate the contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company/ Firm / Agency. The agency, however, will have no option to withdraw from the contract on its own during the initial contract period of one year.
- d) The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description/quality and make alternative arrangements at the risk & cost of contractor.

## 4. 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 bidders in the commercial bid which may be extended, if required.

## 5. Right of Acceptance:-

AIIMS, Raipur reserves the 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 its 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 tenderer who are found canvassing in any form are liable to have their tenders rejected out-rightly.

### 6. 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.

### 7. 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.
- c) 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 Institute shall have no liability whatsoever in this regard and the contractor shall indemnify the Institute against all claims which may arise under the provision of various acts, Govt. Order etc.
- d) 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.

e) In case the vehicle engaged on monthly basis is discontinued during the month, the bill shall be paid on actual basis.

### 8. Evaluation of bids

- a) A bid will be considered as substantially responsive if it conforms to all terms & condition of the bid documents without material deviations.
- b) The Institute's decision regarding responsiveness of bids will be based on the contents of the bid itself without recourse to extrinsic evidence and will be final.
- c) A bid determined as substantially non-responsive will be rejected by AIIMS Raipur and shall not be considered beyond tender opening stage by correction of the nonconformity.
- d) The Institute will be at liberty to waive any minor infirmity or non-conformity or irregularity in a bid which in its opinion does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## 9. Award of Contract:-

- a) The contract will be awarded to the bidder whose quotation has been determined to be substantially responsive and who has bid the lowest evaluated quotation price.
- b) Notwithstanding the above, the Institute reserves the right to accept or reject any quotations or to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- c) The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiry of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.
- d) L1 will be decided separately for cars and buses on the basis of monthly minimum rates for all vehicles of the respective category quoted by the bidder.
- e) The successful bidder has to constitute a contract on 100 rupees stamp paper within 7 days of the award of work as per Annexure B.

### 10. Eligibility criteria:-

- a) Bidder should be recognized by the appropriate Government agency to undertaking commercial transport business in the State of Chhattisgarh.
- b) The bidder must be having a GST, PAN numbers and firm/company registrations, licences etc. which are applicable in the present case, on the date of submission of bids.
- c) The bidder should have a fleet of at least six vehicles registered in own/firm's name for the last three financial years. The vehicles should be registered in owner's/firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.

- d) Vehicles proposed to be provided will be inspected by the Institute prior to signing of agreement.
- e) 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 owned/leased by them. The bidder will also ensure that they will not supply the vehicles to AIIMS, Raipur which are owned by employees of AIIMS, Raipur.
- f) The bidder should have during each of the preceding 3 years successfully executed a vehicle service contract of the value of 23.00 lakh or more in a Central/State Govt. Organization.
- g) Annual turnover of bidder in each of the last three year from all businesses should not be less than 45.00 Lakh.
- h) The vehicles provided to AIIMS Raipur shall fulfil the norms prescribed by the Transport Department of Government of Chhattisgarh for commercial vehicles.
- i) Vehicles to be provided should be registered in Chhattisgarh.

#### 11. Scope of Work:-

a. 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<br>running in KM | No. of<br>Vehicles |
|---------|---|--------------------------|--------------------|
| 1       | Toyota Innova or equivalent A/C   | 2000                     | 01                 |
| 2       | Toyota Innova or equivalent A/C   | 1000                     | 01                 |
| 3       | Sedan Type (Swift Dezire/ Hyundai<br>Xcent / Ford Figo Aspire / Honda<br>Amaze / Volkswagen Ameo /<br>Mahindra Verito / Toyota Etios or<br>equivalent A/C | 1000                     | 05                 |
| 4       | 50-seater Bus   | 1000                     | 03                 |
| 5       | 40-seater Bus   | 1000                     | 02                 |

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

# Vehicles at Sr. no. 1 to 3 should be manufactured in the year of 2020 and Sr. No. 4 to 5 should be manufactured in the year of 2017 or later.

The Contractor shall provide all Cars in White Colour and buses shall be in Yellow colour. All the vehicles shall have All India Taxi permit.

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.

#### 12. Submission of Bids

The bidder shall submit all the documents mentioned in Annexure-A as part of technical bid failing which the bid will be liable to be rejected at the discretion of the Institute. The financial bid shall be submitted as per BoQ format.

- a) The rates shall be quoted on following basis:
  - 1. Monthly fixed rent
  - 2. Fixed daily rent (for additional vehicles required, if any)
    - (i) 60 km. 4 hour
    - (ii) 100 km. 8 hour
  - 3. Kilometre basis for outstation journey.

(L1 will be decided on monthly rates only. If daily/kilometer rates of L1 bidder exceed the rates quoted by L2 bidder by more than 5%, the L1 bidder will be required to reduce the rates to bring it within 5% of L2.)

- b) If a vehicle does not complete the fixed prescribed Kms of 2000/1000 km in a month, the same will be adjusted against running of other vehicles of same class (car/bus) which may have exceeded the limit of 2000/1000 km in that month failing which the balance unused Kms will be carried forward and adjusted against extra running of the same vehicle in next months. The unused Kms will keep on accumulating till the end of contract period and will not lapse.
- c) Subject to para (b) above where monthly travel of any vehicle exceed the maximum fixed Kms of 2000/1000 km in month, and no unused Kms from other vehicle or previous months is available for adjustment, Rs. 7/-, 10/- & 15/- per km will be paid for each extra km for Sedan, SUV & Bus respectively.
- d) Extra hours shall be paid @ Rs. 75/- per hour.
- e) 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.
- f) No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or deduction in payments due to variation in Fuel rates will be worked out only when the variation to base rate crosses 10%. The increase/deduction in payment will continue till the fuel prices remain higher/lower than base price by 10% as per following formula -

#### (Actual KMs run by the vehicle) X (Revised rate per litre - Rate per litre at the time of agreement) Average KM per litre of fuel consumption (KMPL) is to be taken as per ARAI Mileage.

> The fuel rate as on the date of starting of service rounded off to the nearest rupee shall be taken as base rate for entire duration of 2 years.

- > The Average KMPL will be taken as 12 for Diesel vehicle and 15 for petrol vehicle.
- For the purpose of this clause, fuel price variation will be deemed to have happened in the month in which the price remains above/below10% limit for the entire calendar month. No increase/decrease in payment will be allowed for the part of calendar month.
- g. The rates quoted shall be comprehensive including but not limited to wages to the driver, cost of oil, fuel, taxes, insurance. The Contractor shall be solely responsible for compliance of statutory and non-statutory requirements involved in providing the vehicle on monthly rental.
- h. The contractor shall bear the cost of all the maintenance work of the vehicle. 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 borne by the institute to arrange a vehicle, will be recovered from the bill of the contractor.
- i. 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).
- j. Duty hours will be ten hours per day on all days of the month. 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.
- k. 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.
- I. 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 on Sundays as well as other public holidays whenever required by the Institute.

13. Penalty - For poor/unsatisfactory services penalty may be imposed as provided for in the draft agreement at Annexure B

## <u>Annexure –A.</u>

# TECHNICAL QUALIFICATIONS AND DOCUMENTS TO BE ATTACHED WITH THE TECHNICAL BID

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

- 1. Scanned Copy of Annexure C must be uploaded.
- 2. A copy of valid GST Registration certificate should be submitted.
- 3. A copy of valid PAN card should be submitted.
- 4. Duly filled Form–A & Form–B.
- 5. Each page of NIT and its annexures duly signed and stamped should be submitted to indicate unqualified acceptance of terms & conditions of the bid document.
- 6. Bidder should be having experience of providing vehicles service on hiring basis in Central/State Government/ PSUs of the value of ₹ 23.00 lakhs or more in each of last three financial years (2017-18 2018-19 2019-20). A copy of the satisfactory certificate from the authorized person should be attached. Copies of work order showing the value of order to be attached. Please mention details below -

| Sr.<br>No. | Location of the work &<br>Name of organization | Contract (Rs.) | amount | Contract Period | Name & Contact<br>No.<br>of the client |
|------------|--|----------------|--------|-----------------|--|
|            |  |                |        |                 |  |
|            |  |                |        |                 |  |
|            |  |                |        |                 |  |
|            |  |                |        |                 |  |

- 7. Annual turnover of bidder in each of the last three year from all businesses should not be less than **45.00 Lakh.**
- 8. Copies of returns of Income Tax for last three financial years (2017-2018, 2018-2019, 2019- 2020) should be attached with bid.
- Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years. (2017-2018, 2018-2019, 2019-2020) should be attached with bid.
- 10.Name & Address of the bidding Organization/Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).
- 11.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).
- 12. Power of Attorney for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & person other than proprietor.
- 13.Details about the agency, clearly indicating details of managerial, supervisory and other staff and also indicating the number of muster roll staff available shall be submitted with the bid.
- 14.The bidder shall be registered with the appropriate Government authority for operating taxi service in state of Chhattisgarh. Relevant document should be attached.

- 15.A declaration shall be submitted on company/firm letter head to the effect that:
  - a) No case is pending with the police in any state against the Proprietor/partner or the Company (Agency). Indicate convictions, if any, against the Company/firm/partner.
  - b) Proprietor/firm has never been blacklisted by any Central/State Govt. or PSU.
- 16. The bidder should have their registered office/branch in Raipur details of which shall be submitted with the bid. If the bidder does not has any office in Raipur, than undertaking (on letter head) for providing the same within 30 days from the award of work shall be submitted.
- 17. Please submit the details of vehicles owned as per para 10 (c)

| Sr.<br>No. | Description | Date of registration | Name of<br>owner as<br>per RC |
|------------|-------------|----------------------|-------------------------------|
| 1          |             |                      |                               |
| 2          |             |                      |                               |
| 3          |             |                      |                               |
| 3          |             |                      |                               |
| 4          |             |                      |                               |
| 5          |             |                      |                               |
| 6          |             |                      |                               |

## PRICE BID

Price bid in the form of BOQ \_XXXX.xls

#### 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)

Τo,

#### 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......[3% (three percent)of the order 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.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said firm failing to abide by any of the conditions referred to tender document/work order/performance of the services. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur ......(Rupees......).

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 Add | ress:                               |

## Form-A

## PARTICULARS FOR PAYING MONTHLY BILLS TO SUCCESSFUL BIDDER RTGS / National Electronic Fund Transfer (NEFT) Mandate Form

| 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 :

<u>Annexure – B</u>

#### AGREEMENT ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-AGREEMENT

This agreement is made at Raipur on the \_\_\_\_\_day of \_\_\_\_\_\_between the Director, All India Institute of Medical Sciences, Raipur, **acting through Sr. Administrative Officer, AIIMS, Raipur, having its office at AIIMS, Tatibandh, Raipur-492001** (*hereinafter* 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 <u>First Part.</u>

#### AND

**M**/**s**, \_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the 'Institute' is desirous to engage the 'Vehicles on hiring basis at AIIMS, RAIPUR on the terms and conditions stated in this agreement and its annexures and schedules. All the terms & conditions mentioned in the Notice inviting the tender will also form as the part of this agreement.

- 1. <u>Contract Term</u>:- The duration of the contract shall be *for a period of two (02) year which may be extended or curtailed, at the discretion of the Institute. Extension(s), if any, may be granted* for a period of 1 year at a time, on mutually agreed terms and conditions, subject to successful/satisfactory completion of initial contract. The Agency, however, will have no right to claim extension on the basis of satisfactory completion of the initial contract. The extension will be entirely at the discretion of the Institute.
- 2. Special terms of contract & Scope of Work as per Annexure X
- 3. Fees and payments:
  - a) In consideration of agency providing the services, as defined in this agreement, Institute shall pay to the agency at the rates prescribed in Annexure Y which shall be valid throughout the contract period.
  - b) No claims whatsoever on account of increase in the rate of fuel to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the Agency to bear such unforeseen expenses.
- 4. <u>Management, Control and Supervision</u>:- The contract will be under the general supervision of the Institute. Details of the extent and nature of control and supervision to be exercised have been set forth in **Annexure X** of this agreement.
- 5. <u>Performance Security Deposit</u>:- The Agency has submitted an amount of ₹ 00.00/- (refundable without interest after two month of successful completion of contract) submitted in the form of BG/FDR/DD no. \_\_\_\_, dated \_\_/\_\_/2020 issued by \_\_\_\_ Bank, valid upto \_\_/\_\_/2021 as performance security deposit to the Institute.

#### 6. Forfeiture of Performance Security Deposit:-

If during the term of this contract, the Agency 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 Institute shall without prejudice to it's other rights and remedies hereunder or under the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the Institute from recovering from the Agency by a suit or any other means, any such losses, damages, costs, charges and expenses as aforesaid, in case the same exceeds the amount of the Performance Security. Performance Security Deposit may be forfeited in case of failure to fulfil any of the terms & conditions of contract by the Agency.

## 7. Laws / Acts / Statutory provisions : -

- a) The Agency shall be solely responsible for compliance of the provisions of various Labour and industrial laws, relating to wages, allowances, compensations, EPF, Gratuity, ESI etc. relating to personnel deployed by it at the premises of the Institute. The Agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications:
  - i. The Minimum Wages Act 1948
  - ii. The Employees Provident Fund & Misc. Provision Act, 1952
  - iii. The Contract Labour (Regulation & Abolition) Act, 1970
  - iv. The Payment of Gratuity Act, 1972
  - v. The Employees State Insurance Act, 1948
  - vi. The Child Labour (Prohibition and Regulation) Act, 1986
  - vii. The Pradhan Mantri Rojgar Protshan Yojana
- b) 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 the Institute fully indemnified against liability of tax, interest, penalty and any other legal liability etc. of the Agency in respect thereof, which may arise. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.

## 8. Indemnity :-

- a) The Agency shall indemnify the Institute from, and defend and hold the Institute harmless from and against, any losses suffered, incurred or sustained by the Agency or to which the Agency becomes subject, resulting from or arising out of any third party claim:
  - i. due to negligence in performance of the Services provided by the Agency;
  - ii. relating to the failure by the Agency to obtain, maintain or comply with the Statutory provisions, Consents, and Governmental Approvals;
  - iii. relating to personal injury (including death) or property loss or damage to the extent caused by the Agency or due to its employees' acts or omissions;
- b) The Agency shall also be responsible for obtaining workman's compensation insurance of its personnel. In case of death, disability or any injury caused to them due to any accident in the premises of the Institute, during working hour or otherwise, the Institute shall not be liable to pay any compensation to the person or his/her dependents in this regard. In case any financial liability devolves upon the Institute under any present or future act, law or court order the same shall be recoverable from the Agency.
- c) There may be certain cases where negligence on the part of the Agency or the Institute for accident in the premises of the Institute causing death, disability or injury to its

personnel cannot be substantiated for want of sufficient proof. Even in such cases, the agency will be liable to pay compensation to the victim or his dependents, as the case may be. The amount of compensation in such cases will be decided by the Institute which will be final and binding upon the agency.

- d) All the workers providing the services under this Agreement shall be employees of the Agency and the Institute shall not have an employer-employee relationship with the employees of the Agency. The Agency undertakes to keep the Institute indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the Agency and the Institute is purely contractual and the Institute is not responsible/liable for the employees and for staff of the Agency.
- e) The Agency shall undertake that any act of omission or commission including theft, by its staff shall be its sole responsibility and further that it would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.
- f) The Institute shall not be a party in case any dispute takes place between the Agency and his employees.
- 9. **Representation and Warranties** :- The agency represents and warrants that
  - a) It has all requisite competence and expertise to execute, deliver and perform its obligations under this Agreement;
  - b) The execution, delivery and performance of this Agreement by the Agency (a) has been duly authorized by all its owners/partners (if any), and (ii) will not conflict with, result in a breach of or constitute a default under any other agreement to which the Agency is a party or by which the Agency is bound;
  - c) The agency is duly licensed, authorized or qualified to do such business and are in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business of the character transacted by them, except where the failure to be so licensed, authorized, or qualified would not have a material adverse effect on its ability to fulfill any of the its obligations under this Agreement;
  - d) The agency is in compliance with all Laws applicable to it for delivery of the proposed services and it has obtained all applicable permits and licenses required of it in connection with its obligations under this Agreement;
  - e) The performance of Services shall be in accordance with the Service Levels and meet the highest professional standards.
- 10. **<u>Right to call upon information regarding status of contract</u>:-** The Institute will have the right to call upon information regarding status of contract, statutory/legal compliances at any point of time and the Agency will be obligated to provide the same to the complete satisfaction of the Institute within 48 hours of being called upon to do so.
- 11. <u>Communication of Acceptance:-</u>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.

- 12. **Penalty :-** Penalty for unsatisfactory/delayed services may be imposed as mentioned below
  - a. 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.
  - b. 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/.
  - c. 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.
  - d. 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.
  - e. AIIMS, Raipur may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts.
    - 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.
    - > If the contractor fails to perform any other obligation(s) under the contract.

## 13. Force Majeure :-

- a) Neither the Agency nor the Institute shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the effective Date.
- b) The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c) If and to the extent that the Agency is prevented from executing the Services by the event of Force Majeure, while the Agency is so prevented it shall be relieved of its obligations to provide the services but shall endeavor to continue to perform its obligations under the contract so far as reasonably practicable and in accordance with Good Operating Practices.
- d) The Agency shall not be entitled to payment of the Monthly Charge for the

period of interruption caused by the event of Force Majeure.

- e) Irrespective of any exemption of performance granted under this clause, if an event of Force Majeure occurs and its effect continues for a period of [21] days, either party may give to the other a notice of termination. [If the Institute is paying fee during Force Majeure, then Agency should not have a termination right, as it is being paid.], which shall take effect [7] days after the giving of the notice. If, at the end of the [7]-day period, the effect of the Force Majeure continues, the contract shall terminate.
- 14. <u>Subletting of contract:</u>- The contract is not transferable. 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 the Institute, which will be at liberty to refuse, if thinks fit.

#### 15. Manpower Regulations :-

- a) The conduct/characters/antecedents and proper behaviour of the workers in the Mess shall be the sole responsibility of the Agency. However, the Agency should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute.
- b) The Agency shall only employ in its service such persons whose antecedents have been verified by the police and who have also been medically examined at the Agency's own cost and to the satisfaction of the Institute. The Agency shall be required to give an undertaking to the Institute to this effect. **Employment of minors is strictly prohibited.**
- c) The Agency shall register all its employees who will be working in the Institute's premises indicating name, age, home address, qualifications, etc, and would intimate Mess Committee and Security Officer, as and when any change takes place.
- d) The Agency shall ensure that the person deployed are disciplined and well behaved in office premises, and do not indulge in consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.
- e) Notwithstanding anything contained in the above clauses if any employee/staff member of the Agency in the opinion of AIIMS Raipur, is not rendering proper service or is otherwise guilty of any misdemeanour or is found otherwise undesirable, the Agency shall forthwith remove that person from the AIIMS Raipur Campus, with immediate effect and replace him with a suitable person.

### 16. Breach of Contract:-

a) If the agency fails to fulfil any of the terms and conditions of this agreement, including its annexures and schedules, or if the working or service of the Agency is found to be defective/unsatisfactory, the agency will be deemed to be in breach of this contract. In case of breach of contract, the Institute, at its discretion, will have the right to either impose penalty up to 10% of the Total Annual Value of contract for each such violation or to cancel the contract forthwith and arrange to procure similar service from any other source available, at the risk and cost of the Agency. In event of cancellation due to breach of contract, the performance security deposit shall stand forfeited.

b) The Agency will be bound by the details furnished by it to the Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security.

## 17. Termination :-

- a) The Institute, may at its discretion, foreclose or curtail the agreed period of this agreement, without assigning any reason thereof, by given one month's notice in writing, to the Agency. The Agency however, shall give, three months notice in writing to the Institute if it wants to exit the contract.
- b) If at any stage, the involvement of the Agency or any person employed by it or any other person who does or is deemed to represent the Agency, is found to have indulged in any uncalled for activity, inside or outside the premises of the Institute, which may bring disrepute to the Institute, the contract is liable to be terminated by the Institute with or without one month's notice, at the discretion of the Director of the Institute, at the risk and cost of the Agency. The Institute, in such an eventuality, will be entitled to make good any losses suffered by it out of the performance security deposit submitted by the Agency. The decision of the Institute regarding indulgence of the Agency or its employees/representatives in such act will be final and binding on the Agency.
- 18. **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 Courts within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

### 19. <u>Amendment to the Contract</u> :-

- a) The Institute reserves the right to amend the scope and value of the contract.
- b) For any of the above actions, the Institute shall neither be liable for any damages, nor be under any obligation to inform the Agency of the grounds for the same.
- 20. **Interpretation** :- Any dispute regarding the interpretation of this Agreement shall be submitted to the Director, AIIMS, Raipur for consideration. The decision on such dispute by the Director, AIIMS, Raipur shall be final and binding on both parties.
- 21. **<u>Pre-Institution mediation settlement</u>:-** Provision relating to pre-Institution mediation settlement would apply to the present contract.
- 22. **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 amongst 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.

- 23. <u>Entire Agreement</u>:- This Agreement and the Annexures and Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.
- 24. **Notices** :- Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when sent by e-mail, facsimile to the facsimile number specified below or delivered by hand to the address specified below.
- 25. All the terms & conditions of tender documents, addendum/corrigendum issued so far are applicable and binding on the Service Provider.

#### Annexure – X

#### Special terms of contract & Scope of work

- a) 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.
- b) 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.
- c) The Contractor shall be responsible to ensure 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.
- d) The bidder 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.
- e) The Institute 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 Institute. If any such claim is made against the Institute by any drivers of his heirs engaged/employed by the Contractor, which the Institute 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 Institute all the money paid in addition to the expenses incurred by him.
- f) The contractor/authorized representative and all the drivers should be equipped with round the clock communication facility (mobile etc.) and proper uniforms.
- g) 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.

- h) 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.
- i) The contractor will provide Police Verification Certificate of each employee within a period of one month from the date of deployment.
- j) The log book of monthly bills will be clearly filled by contractor, overwriting will not be accepted by the contractor.
- k) The Contractor shall provide valid pollution control certificates before engaging the vehicle.
- 1) The meter indicating the kilometre 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 i.e. kilometre 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.
- m) 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.
- n) Notice period for regular requirements will be one day in advance and telephonic/ email 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.
- o) 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.
- p) 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.
- q) 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 Institute shall have a right to hire vehicle(s) from local market, and cost so incurred towards this, shall be borne by the Contractor.

- r) 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.
- s) 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.

Director AIIMS Raipur Medical College Building, Gate No. 05, G.E. Road Tatibandh, Raipur (C.G.)

Proprietor of M/s

26. On this \_\_\_\_\_ Day of, 2021 both the parties hereunto 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 Raipur in the presence of the witness.

THIS AGREEMENT will take effect from \_\_\_\_\_, month of Two thousand twenty one and shall be valid for two years, contract will be extendable as per clause no 01 of agreement.

For and on behalf of the **'Agency'** Signature of the authorized Official For and on behalf of the **'Institute'** Signature of the authorized Official

#### SEALED, SIGNED AND DELIVERED

By the said\_\_\_\_\_

on behalf of the **'Agency'** 

By the said\_\_\_\_\_

on behalf of the 'Institute'

#### IN PRESENCE OF

| Witness_ |  |
|----------|--|
| Name     |  |
| Address  |  |

| Witness  |  |
|----------|--|
| Name     |  |
| Address_ |  |

**Annexure-C** 

#### **BID SECURITY DECLARATION**

I/We the of M/s owner have submitted a bid for providing vehicle Raipur against the tender services in AIIMS The submission of Earnest no. Money has been waived by AIIMS Raipur in compliance of Department of Expenditure O.M. No. F.9/4/2020-PPD dated 12.11.2020. In lieu of bid security I/We undertake that I/We will not withdraw or modify our bid during the bid validity period mentioned in the aforesaid tender. We understand that in case I/We are found in violation of this declaration we will be black listed/debarred from bidding for similar work in any Government organization for a period of two years.

| Place:- | ••••• | (Signature of Bidder with seal) |   |
|---------|-------|---------------------------------|---|
| Date:-  | ••••• | Name                            | : |
|         |       | Seal                            | : |
|         |       | Address                         | : |

#### 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

- 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) 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.
- 5) 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.

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