



अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR
Plot No - 2, Sector - 20, MIHAN, Nagpur- 441108
ENGINEERING DEPARTMENT



No: AIIMS/NAG/GeM Forward Auction/e vehicle services/23-24

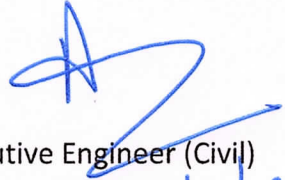
Date:27/05/2023

Subject: - Publishing of GeM Forward auction for renting of space for e-vehicle (2 wheeler) services on Leave and License basis at AIIMS Nagpur

With reference to the above subject it is brought out that Engineering Department, AIIMS Nagpur had uploaded/floated GeM FA on GeM portal having details as follows

Gem FA auction No	5476
Pre qualification document submission start date	29/05/2023
PQ document submission end date	07/06/2023
EMD submission start date	08/06/2023
EMD submission end date	12/06/2023

1. Interested Vendor/ Firms/ Parties may participate on GeM portal as per above details.
2. For technical details/ specifications please refer GeM forward auction on GeM portal.
3. For any clarifications/ issues / requirement please contact Engineering Department, AIIMS Nagpur.


Executive Engineer (Civil)
AIIMS, Nagpur
28/05/23

Scope of Work and Terms & Conditions of Auction

AIIMS, Nagpur invites bid through Gem portal (forward auction) for leasing out space for “**Leasing of open space beside UG Male Hostel for providing android/ web/ iOS application based electric two wheelers mobility services on chargeable basis in the campus of AIIMS, Nagpur.**” from the firms/Startups having specialization in similar kind of services. The Desirous bidder may download the bid document form and other details from gem portal. The bidders shall upload all the documents on GeM Portal for pre-qualification

Information pertaining to the provision and stationary store is as under:-

S/N	Description	Details
1	Location & Area of the proposed stores	Beside UG Male Hostel in AIIMS Nagpur Campus.
2	Area of the proposed Provision store and stationary store (approx.)	Total Area = 75 sqft
3	Reserve price or Base Rate of the Monthly license fee	₹ 66.00/- Per Sq ft (Including GST)
4	Increment in the license fee	7.5% Per Annum (on completion of 12 months)
5	EMD amount	₹ 5000
6	Duration of Contract	3 Years (Extendable up to additional 1 year)

The Bidder is expected to examine all instructions, eligibility criteria, forms, General terms and conditions etc. in the bid document. The Bidder should quote the rate for different locations for provision cum stationary store.

1. The bidder must submit the bidder profile (Annexure-A) along with all required supporting documents showing their experience, qualification etc. without which the bid will not be considered.
2. AIIMS Nagpur reserves the right to cancel the bid (forward auction) as a whole or in part without assigning any reason whatsoever. Moreover, AIIMS Nagpur reserves the right to reject any and all proposals received without providing any reason.
3. The bidders are advised to visit proposed area/ premises and to conduct their own independent survey, assessment, analysis and check the reliability, accuracy, feasibility for better understanding during office hours before submitting their offer/bid.
4. Bidders should submit their response as per formats provided, not conforming to the instructions or prescribed formats will be rejected.
5. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Bid, or influence the acceptance of the bid by any means will result disqualification.
6. Any queries relating to the bid document and the terms and conditions contained therein shall be addressed to the Superintending Engineer, AIIMS Nagpur on Email id- se@aiimsnagpur.edu.in, eecivil@aiimsnagpur.edu.in
7. The contract period shall remain for valid for 3 year from date of commencement, which shall be renewed up to 1 year annually based on satisfactory performance (certified by committee designated by AIIMS Nagpur) on the same terms conditions and the rates at which the contract is awarded. Any escalation/de-escalation indicated in the financial bid shall be taken for the purpose of price evaluation

prior to award of contract .Claims after the e-bidding process, whatsoever, on account of increase in the rate of material to be used and other factors such as statutory payments, etc., shall not be entertained and it will be the responsibility of the Firm/Service provider to bear such expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS Nagpur through appropriate reduction of the contracted rate.

8. Technical Bid will be scrutinized by the technical evaluation committee constituted by the Director, AIIMS Nagpur. The committee to check all relevant documents for bidder's authenticity and technical eligibility, technically qualified bidders will be informed about the date and time for opening the Financial Bids or as per rule applicable for mode of procurement.

9. This Leasing of the open space for the mentioned services shall be preferably given to Startups Firms under the 'Startup India' initiative of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India. Exemption for experience of similar services shall be given to the Startup firms.

10. The electric two wheeler services shall be purely based on Android / iOS application on hourly rent or per km rent basis.

11. **BID SECURITY / EARNEST MONEY DEPOSIT (EMD)** - EMD of ₹ 5,000/- (Rupees Five thousand only) for location/ store in the form of Fixed deposit or Demand draft or Bank Guarantee in favour of "The Director, AIIMS Nagpur" is to be enclosed online and hardcopy to be submitted to office of tender issuing authority and shall be valid for 120 days or extendable till finalization of the bid whichever, is later and submitted to the Tender Inviting Authority within the closing date and time of bid. After the finalization and award of the contract, EMD of all unsuccessful bidders will be returned without any interest.

12. In case the successful Service provider declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited

13. **PERFORMANCE Security Deposit** - The successful bidder shall furnish a Performance Security/guarantee of ₹ 20, 000/- (Rupees Twenty thousand only) by way of Demand Draft or Fixed Deposit Receipt (FDR) or Bank Guarantee from a commercial bank and hypothecated in favour of The Director AIIMS Nagpur valid for 60 days beyond the expiry of period of 3 year contract and further renewable, if required. No interest will be accrued and paid on the security deposits. This amount will be refunded after satisfactory fulfillment of the contract and all accounts thereafter are settled after two months from the end date of contract subject to adjustment of any claim of AIIMS Nagpur, as per bid's terms & conditions. In case of breach of any term and condition of the contract, the AIIMS Nagpur reserves the right to forfeit the Performance Security Deposit apart from annulment of the contract, in whole or in part, at any time by giving one-month notice.

14. The Firm shall take at its own cost, if required, necessary insurance cover in respect of vehicles and other necessary installations such as charging points, electric meter connection with the afore mentioned services to AIIMS Nagpur and shall indemnify AIIMS Nagpur against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS Nagpur may be party or involved as a result of the Firm failure to comply and of the obligation under the relevant act law which the Firm is to follow.

15. The successful bidder/Firm will be required to enter into an Agreement/ Contract on ₹ 500 stamps (cost to be borne by firm). The Service provider has to undertake to sign the rate contract agreement within 15 (fifteen)days from the issue of the letter of acceptance, failing which EMD may be forfeited and name may be removed from the list of Firm/supplier at AIIMS Nagpur. The successful Service provider shall have to enter into an agreement with the Institute and the cost incurred in this connection, shall be borne by the Firm/bidder/Service provider.

16. The Firm shall have to construct /make his own fabricated structure for charging points at their own cost and risk without destroying /alteration of the Institute premises.

17. AIIMS Nagpur would have the right to terminate the contract without notice before the expiry of the term, in case the service is not up to the standard, or in case there is any violation of AIIMS Nagpur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Service provider or his staff. The decision of the Director, AIIMS Nagpur in this regard would be final and binding on the Service provider.
18. The Service provider and his staff shall comply with all instructions and directions of AIIMS Nagpur authorities given from time to time. In the event of any emergent situation, the staff of the Service provider shall comply with instructions given by the AIIMS Nagpur authorities, without waiting for confirmation by the Service provider.
19. The Service provider will have to pay the License Fees and electricity charges as applicable for the facilities to be used within 10 days of receipt / generation of bills by the AIIMS Nagpur.
20. The Service provider while submitting their tender form shall enclose certified copies of experience, license essential for carrying out the activities under reference, license and any other documents in support of carrying out the activities under reference from Competent Authority
21. The Service provider has to abide by all statutory rules and regulation of the Government of India and will be responsible for complying of all payment of minimum wages and other social security benefits (ESI, PF, leave /holiday, etc) as per manpower law, in force from time to time for the manpower engaged by the Service provider.
22. The Service provider shall bear at the expenses for running the services and the Institute shall not in any manner be liable for any damage caused on incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused.
23. The Service provider shall not be entitled to use the area allotted by the Hospital for any other purpose or business other than the specified services. In the event of loss/theft/damage of property caused due to negligence of any kind by the Service provider, the Institute shall be entitled to get compensation from the Service provider as decided by Director, AIIMS Nagpur or authorized representative.
24. AIIMS Nagpur would not be liable for any compensation due to stoppage/change in scope of work due to local disturbance, change of Govt. policy, Law and any other Judiciary, obstruction of delay by any outside elements Service provider.
25. The Service provider should not permit to sublease the building or any part of the building or premises to anyone.
26. If the Service provider gives wrong information in their tender and creates circumstances for acceptance of the bid, the Institute reserves the right to reject such tender or rescind contract at any stage.
27. Electricity Charges shall be paid by service provider as per actual consumption on the prevailing rates of MSEB or at such higher rates as may be decided by the Institute from time to time. Electricity charges will be charged as per actual consumption through a meter to be installed in the premises as per actual consumption to be calculated as per the load. Electricity will be charged only for allotted area which is being used by the service provider.
28. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
29. Space will be provided by AIIMS Nagpur to the Service provider for a specified period of the contract. At the time of termination of the contract/ closure of agreement period/ early termination due to any reasons, the Service provider will have to hand over the area in same condition it was provided by AIIMS Nagpur. In case during the period of contract, the Service provider decides to terminate the

contract, a notice for a period of not less than 03 months must be given to the AIIMS Nagpur administration.

30. Area allotted and its Premises shall not be used for residential purposes even for the manpower deployed to run the services. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the allotted area to run the services.

31. The Service provider shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the Firm. The Firm shall take adequate fire pre-cautions.

32. Director, AIIMS Nagpur shall be the final authority in all disputes and decision will be binding on all concerned. All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or as amended and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be engaged by each party and the two engaged arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The venue of arbitration shall be the place from where the contract has been issued, i.e., AIIMS Nagpur. The language of arbitration shall be English or Hindi.

Notwithstanding any other court or courts having jurisdiction to decide the questions(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Nagpur and only the said courts shall have jurisdiction to entertain and try such action(s) and /or proceedings to the exclusion of all the other courts

33. **ELIGIBILITY CRITERIA**

- (a) The bidder should have valid Firm Registration Certificate/Certificate of incorporation of firm/organization, or any mandatory certificate.
- (b) The bidder should have minimum 03 years' experience for providing application based electric two wheelers mobility services on charged basis in the offices of Central Govt. /State Govt./Semi Govt./PSU/Autonomous body/Reputed private and Corporate Sector/ Firms/ Colleges/ Institutes/ Public Listed companies (Exemption to be given to Startup for the registered similar services). Copy of contract orders and experience certificate shall be submitted.
- (c) The bidder should have valid PAN and GST Registration from appropriate authorities to run the business.
- (d) The bidder should have an average annual turnover of ₹ 2.0 lakhs (rupees two lakhs) in past three financial years. The bidder should submit turnover certificate duly certified from Chartered Accountant. Startups are exempted from the same.
- (e) The bidder should submit detailed organization profile on the letter head of firm.
- (f) The bidder should not have been indicted for any criminal, fraudulent or corruption activity and not have been blacklisted by any Central/State Govt./SemiGovt./PSU/Autonomous Body/Reputed Corporate Sector/ Firms during last 3 years.

34. **MANDATORY DOCUMENTS for Pre-Qualification**

The bidder parties meeting the criteria must enclose self- attested copies of supporting documents along with the proposal, failing which their bids will be summarily rejected and will not be considered any further:-

S/N	Documents Details	Attached Yes/No
1	Proof of Average annual Turnover of ₹ 2,00,000/- of the Preceding three financial years (FY) (Exemption for Startup)	
2	Demand draft/Bank Guarantee of EMD (₹ 5,000/-)	
3	Copy of Registration Certificate/Certificate of incorporation Firm	
4	Copy of PAN card of the firm or proprietor	
5	Copy of GST Registration Certificate of the firm	
6	Bidder Details (as per Annexure-A)	
7	Self-Declaration for Non-Blacklisting of the firm /manpower agency on letterhead	
8	Experience certificate (performance certificate to be submitted for last 3 years duly certified by the competent authority where services provided), if applicable (Start up exempted)	
9	Annexure B “Acceptance of Terms & Conditions”	

I/ We certify that the information furnished above is true and correct.

Date:

Signature of Bidder with seal

35. **BID EVALUATION**

35.1 The bid will be considered for technical evaluation, subject to submission of all relevant information/documents.

35.2 The duly constituted Committee of AIIMS Nagpur will scrutinize the bid documents submitted by the bidders for the technical evaluation. Basis on the eligibility criteria and terms and conditions mentioned in the bid document, only eligible bidders will be considered as technical qualified.

35.3 **Thereafter, the contract will be awarded to the bidder with highest bid over the reserve price of ₹ 66.00/- per sq. ft (inclusive of GST).** The Bidder shall quote the rate (In INR only) on per Sqft basis. If more than one bidder quotes the same rate, then AIIMS Nagpur will place the contract to anyone of the L1 bidder based on following criteria with appropriate internal approvals.

- a) preference will be given to Startups Firms under the ‘Startup India’ initiative of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India
- b) Preference will be given to bidder with more than 3 years’ experience in the similar sector.

36. **CALCULATION OF MONTHLY LICENSE FEE**

- a) Total area x per Sqft rate as quoted by the successful bidder (including GST)
 - b) The selected bidder will be required to sign a contract that outlines the terms of the engagement, including the scope of services, pricing, service level agreements, and performance guarantees. AIIMS Nagpur, however, reserves the right to terminate the contract by serving 01 months' notice in writing, without assigning any reason whatsoever. The selected bidder shall have to provide services for minimum 6 months from award of the contract and has to give 03 month notice in writing if he/she wants to terminate the contract, during the notice period both the parties will maintain the status quo.
41. The selected Bidder will be given a space at monthly license fee as quoted by firm applicable, which shall be revised on annual basis. The Bidder will have to deposit the rent before 10th of every month only in the digital mode only and beyond which fine of ₹ 300/- per day will be charged. If Bidder continuously fails to deposit the amount within time for 03 months consecutively, the agreement will be treated as null and void.
42. The service provider shall consult AIIMS Nagpur before advertising anything on the e-vehicles.
43. The lease term will be initially for a period of 03 years and further extendable on yearly basis for the maximum period of 01 year, on mutually agreed terms and conditions, subject to the satisfactory performance of the service provider. There will be the enhancement @ 7.50% per annum in the monthly license fee.
44. The service provider shall obtain necessary permits, licenses from the Govt. / local bodies required for running the services.
45. The liability responsibility in case any accidents causing injury/death to any of service consumer shall be of the service provider. The AIIMS Nagpur shall not be responsible in any such cases. The service provider has to install first aid and fire extinguishers in the earmarked area as per standard requirement of fire and safety.
46. The service provider shall arrange to accept payment from customers in digital mode only (App based).
47. If the AIIMS Nagpur is not satisfied with the services provided, the firm will be served with 3 days' notice to improve or rectify the service(s), failing which the AIIMS Nagpur shall have the right to claim by way of penalty an amount of ₹ 500/- on 1st default, ₹ 1000/- on 2nd default and thereafter @ ₹ 2000/- for every such occasion during the month.
48. In case of any dispute between the successful Bidder and the other authorities Director, AIIMS Nagpur or his/her authorized representative shall be the final authority in all disputes and decision will be binding on all concerned. All legal disputes shall be subject to jurisdiction of Maharashtra courts only.

ANNEXURE- A (Bidder details)

(To be submitted on Letter Head of bidder)

1. CONTACT DETAILS	
1	Name of the Organization Company / Firm
2	Type of the Organization/ (Company, Proprietorship, Partnership, Society/Trust, Private Ltd. etc.)
3	Name of the Head/owner/partners/ Directors of the Organization
4	Full Postal Address (Including Telephone no, email id etc.)
5	Web Site (if any)
3	Address of Registered Office or Branch office in region
5	Permanent Income Tax number(PAN)
6	GSTIN registration number & Date
10	Labour License (if applicable)
12	No. of manpower on rolls:
2. BANK DETAILS	
1.	Account Holder Name
2.	Bank Name with Branch
3.	Account type
4.	Account No.
5.	IFSC Code No.
6.	MICR No.
7.	EMD Demand Draft (Rs. 7000/-)
Note: Certificates of experience/Work orders issued by concerned organization/department must be uploaded	
<p>I/We undertake to agree to all terms and conditions of the bid document It is certified that our firm fulfills the eligibility criteria mentioned in bid document. The undersigned is authorized to submit the bid on behalf of the firm/company. Supporting documents of all the above information are also attached.</p> <p style="text-align: right;">Signature: _____ In the capacity of: _____ Duly authorized to sign Proposal for And on behalf of: _____</p> <p>Date: _____ Place: _____</p>	

ACCEPTANCE CERTIFICATE

(To be submitted along with technical bid on letter head)

I..... (On behalf of) (Name of the Company)

Have read and understood and hereby accept the terms and conditions of the tender and agreement for the Integrated ALLOTMENT OF SHOPS FOR GENERAL AND STATIONERY STORE control services.

Signature: _____

Name: _____

Seal of contracting
Agency/firm/company

Date:

Place: