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

सत्यमेव जयते

No: AIIMS/NAG/GeM Forward Auction/E-veh/23-24/3rd/IT Date: 15/09/2023

Subject: - Publishing of GeM Forward auction for Renting out Space for on Leave and License basis beside UG hostel for electric two wheelers in campus 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	**7497**
Pre-qualification document submission start date	16/09/2023 (10:00 hrs)
PQ document submission end date	25/09/2023 (10:00 hrs)
EMD submission start date	03/10/2023 (12:00 hrs)
EMD submission end date	07/10/2023 (16:00 hrs)
Auction Start Date	07/10/2023 (13:00 hrs)
Auction End Date	10/10/2023 (12:00 hrs)

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

Scope of Work and Terms & Conditions of Auction

AIIMS, Nagpur invites bid through Gem portal (forward auction) for renting out for "**open space beside UG Male Hostel for providing android/ web/ iOS application based electric two wheelers mobility services on leave and license basis chargeable basis in the campus of AIIMS, Nagpur.**" from the firms/Startups having specialization in similar kind of services. The bidders shall upload all the documents on GeM Portal for pre-qualification as per requirement only.

Information pertaining to space for e-vehicles is as under:-

S/N	Description	Details
1	Location & Area of the proposed stores	**Beside UG 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	**₹ 66.29/- Per Sq ft** (Including GST)
4	Increment in the license fee	First year – rates quoted by H1 bidder Second year – 7.5 % increment than first year Third year – 5 % increment than second year
5	EMD amount	**₹ 5000**
6	Duration of Contract	**3 Years (Extendable up to additional 1+1 year)**

* The Bidder is expected to examine all instructions, eligibility criteria, forms, General terms and conditions etc. in the bid document.

General Terms and Conditions

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 on GeM, 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+1 year annually based on satisfactory performance on the same terms conditions and the rates at which the contract is awarded. Claims after the 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.

8. Technical qualification documents 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 verified on GeM portal for further participation in auction process.

9. **BID SECURITY / EARNEST MONEY DEPOSIT (EMD) -** EMD of ₹ 5,000/- (Rupees Five thousand only) for each 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 Engineering Department office within EMD submission end date and shall be valid for 90 days or extendable till finalization of the contract 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.

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

11. **Performance Security Deposit -** The successful bidder shall furnish a Performance Bank guarantee of **03 times of monthly rental charges quoted by H1 bidder** by way of Demand Draft or Fixed Deposit Receipt (FDR) or Bank Guarantee from a commercial bank and hypothecated in favour of 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 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.

12. The Firm shall take at its own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in 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.

13. The successful bidder/Firm will be required to enter into an Agreement/ Contract on ₹ 500 stamps (cost to be borne by firm). The same shall be registered by the vendor online system, bidder to bear the expenses made in this regard. 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.

14. The Firm shall have to construct /make his own modular /fabricated structure /furniture set up, at their own cost and risk, for the services without destroying /alteration of the Institute premises.

15. The Service provider shall submit undertaking that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.

16. 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.

17. 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.

18. 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.

19. 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.

20. All the services provided are meant exclusively for the residents and students of AIIMS Nagpur, patients and relatives are not allowed to get services from any of the shops.

21. All services provider shall accept digital mode of payment in addition to cash mode of payment.

22. 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.

23. The Service provider shall bear at the expenses for running the outlet 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 to its workmen during discharging their duty.

24. The Service provider shall not be entitled to use the area allotted by the AIIMS Nagpur 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 of the manpower of the Service provider, the Institute shall be entitled to get compensation from the Service provider as decided by Director, AIIMS Nagpur or authorized representative.

25. 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.

26. The Service provider should not permit to sublease the building or any part of the building or premises to anyone.

27. The Service provider shall not sell cigarette, bidi, pan, gutka, tobacco items, alcohol or any other prohibited items. If anyone is found indulging in these businesses, the Service provider shall be asked to leave the campus immediately and the Service provider shall be liable to lose the service for breach of this condition.

28. 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.

29. The Service provider shall use electricity economically. Electricity Charges shall be paid by Firm as per actual consumption on the prevailing rates of as 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.

30. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

31. 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 three months must be given to the AIIMS Nagpur administration.

32. 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.

33. 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.

34. 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.

Not with standing 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

35. **ELIGIBILITY CRITERIA**

(a) The bidder should have valid Shop Registration Certificate/Certificate of incorporation of firm/organization, or any mandatory certificate required to run the respective services.

(b) The bidder should have valid PAN and GST Registration from appropriate authorities to run the business.

(c) 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. Undertaking to be submitted by the Firm.

(d) Details of Last 2 financial years Income Tax Return of Firm owner or the firm

36. **Pre-Qualification Document EVALUATION**

36.1 The bid will be considered for technical evaluation, subject to submission of all relevant information/documents as per requirement.

36.2 The duly constituted Committee of AIIMS Nagpur will scrutinize the documents submitted by the bidders for the technical evaluation. Basis on the eligibility criteria and terms and conditions mentioned in this document only eligible bidder will be permitted for participation in auction process on GeM.

36.3 **Thereafter, the contract will be awarded to the bidder with highest bid over the reserve price of ₹ 66.29/- per sq. ft (inclusive of GST).** The Bidder shall quote the rate (In INR only) on per Sqft basis for the proposed location.

36. The vendor 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 contractor continuously fails to deposit the amount within time for two months consecutively, the agreement will be treated as null and void.

37. The contractor shall consult AIIMS Nagpur before advertising anything in the print media in the campus for wide publicity.

38. The services stores will require being operated all working days from 8:00 AM to 8:00 PM (operating time and days can be extended in consultation with Institute authorities or as per requirements).

39. The contractor shall obtain necessary permits, licenses from the Govt. / local bodies required for running a Stationary/Provision store etc.

40. The contractor will deploy adequate manpower and will not engage child labour as per govt rules, on minimum wages as prescribed by Govt. of India/Chandigarh Administration from time to time. The Contractor shall provide the list of the staff to AIIMS Nagpur only after the duly police verification.

41. Sub leasing of the shop after award of work/Agreement will not be permitted. In case the contractor is found guilty the contract will be terminated without any notice and security deposit will be forfeited. Sale of tobacco or alcohol or pan or any other toxic product is strictly prohibited. If found the contract will be terminated immediately and security deposit performance guarantee will be forfeited. Consumption of alcohol, smoking and chewing of pan in the shop is strictly prohibited. The contractor shall not carry on in the said premises, any business other than running the said service.

42. If the AIIMS Nagpur is not satisfied with the quality of services provided or behavior of the contractor or his/her employees, the contractor will be served with 48 hour notice to improve or rectify the defect(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.

43. AIIMS Nagpur will have No responsibility in dealing with vendor's customer affairs (such as delay in payment by users, mode of payment etc.).

44. After Finalization of the contract for renting of space, firm to submit undertaking that he has read all terms and conditions and understand that this auction is for renting of space, that firm will not claim any rights during and post completion of contract.

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	Demand draft/Bank Guarantee of EMD (₹ 5,000/-)	
2	Copy of IT Return Acknowledgement for preceding two Financial Year	
3	Copy of Shop 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 (Annexure A)	
7	Self-Declaration for Non-Blacklisting of the firm /manpower agency on letterhead	
8	Experience certificate/ documents	
9	Acceptance of Terms & Conditions Annexure 'B'	
10	Undertaking of Firm for no claim over the space being rented (Annexure C)	

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

Date: **Signature of Bidder with seal**

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)/ Details of App	
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 (₹ 5000/-)	

Note: Certificates of experience/Work orders issued by concerned organization/department must be uploaded

Signature: _ _ _ _ _ _ _ _ __ _ _
In the capacity of: _ _ _ _ _ _ _ _ __ _ _
Duly authorized to sign Proposal for
And on behalf of: _ _ _ _ _ _ _ _ __ _ _

Date: _ _ _ _ _ _ _ _ __ _ _
Place: _ _ _ _ _ _ _ _ __ _ _

ANNEXURE – B

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 theIntegrated ALLOTMENT OF SHOP/Space FOR _____ services.

Signature:_____

Name: _____

Seal of contracting
Agency/firm/company

Date:
Place:

ANNEXURE – C

No Claim 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. I will not claim any rights on property being taken on rented purpose for the period of contract.
I also understand institute reserves the right to cancel the contract any point of time without assigning any reasons thereof.
I agree that after expiry of contract I will vacate the premises/ space immediately.

Signature:_____

Name: _____

Seal of contracting
Agency/firm/company

Date:
Place: