

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/Bank E Lobby/23-24

Date: 07/11/2023

Subject: - Publishing of GeM Forward auction for Renting out Space for setting up bank e lobby at IPD parking area on leave and license basis (built and operate) 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	8615
Pre-qualification document submission start date	08/11/2023 (10:00 hrs)
PQ document submission end date	18/11/2023 (13:00 hrs)
EMD submission start date	24/11/2023 (14:00 hrs)
EMD submission end date	27/11/2023 (16:00 hrs)
Auction Start Date	28/11/2023 (10:00 hrs)
Auction End Date	30/11/2023 (13:00 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

[Handwritten Signature]
07/11/23

**Scope of Work and Terms & Conditions for Renting of Space For
Setting up & Operation Of E-Lobby/bank lobby At AIIMS Nagpur**

AIIMS, Nagpur invites bidder through Gem portal (forward auction) for renting out space for setting up and operation of e-lobby from reputed Nationalized bank/ Scheduled Banks/NBFCs/Post Office/Financial institution to provided banking facilities to patients, staff, students & residents of AIIMS Nagpur on Built and operate basis on leave and license basis near IPD parking (boundary wall).

Information pertaining to the aforementioned is as under:-

S/N	Description	Details
1	Location & Area of the proposed services	IPD Parking (near compound wall)
2	Size & Specification of E-Lobby /bank lobby	(IPD parking near boundary wall, construction of e-lobby by H1 firm) Size - 12' x 18' (this is tentative size which has been considered, however if additional space is required at the same location, the rates shall be charged as per the quoted rates (per sq feet) by H1, only after approval of the competent authority) To be constructed by the service provider 3 sides brick wall, RCC roof, with space for providing V-sat connection, rolling shutter and power connection. Glass façade from front side to be included in the scope Design & structure of e lobby shall be approved by Govt Engineering College/ NITs/IITs for structural stability
2	Reserve price or Base Rate of the Monthly license fee	₹ 66.29 per sq. ft. (Including GST)
3	Annual Increment in the monthly license fee	First year – rates quoted by H1 bidder Second year – 7.5 % increment than first year Third year and beyond – 5 % increment than second year
4	EMD amount	₹ 50,000
5	Duration of Contract	10 Years (Extendable up to additional 2+1+1+1 years)

Note:

- 1) H1 Bank/ Firm shall be responsible for obtaining all statutory permission for construction and running of banking services in e – lobby/ bank lobby.
- 2) Any permission from local authorities required to be taken up by H1 bidder.
- 3) Electricity and Water source is available, firm is required to make provisions as per requirement of the e lobby. No provision shall be made by AIIMS Nagpur in this regard.

Terms and Conditions

1. Only the Nationalized bank/Scheduled Banks/NBFCs/Post Office/Financial institution or authorized agencies will be eligible for submission of bid in forward auction. The minimum 03 machines shall be one ATM, one Cash Deposit Machine, on Passbook printing kiosk/machine. Other than these any machine which is required for banking may be provided for account opening and other miscellaneous transactions.
2. The bidder must have at least 1 Automatic Teller Machine/e-lobby/lounge operating in the city where it is proposed to install the ATM/e-lobby/lounge.
3. The bidder must have sufficient clientele of Automatic Teller Machine and credit cards and good market share.
4. The bidder must have a minimum 05 years of experience in the field of Automatic Teller Machine/e-lobby/lounge in India.
5. **The bidder must submit the satisfactory proof/ documents in support of their claim of fulfilling item no. 1 to 4 above.**
6. AIIMS Nagpur will not accept tender wherein conditional offer has been given by the banks and the offers will out rightly be rejected and earnest money will be forfeited.
7. The Bidder/bank(s) is expected to examine all instructions, eligibility criteria, forms, General terms and conditions etc. in the bid document. The Bidder/bank(s) should quote the rate for setting up of ATM/e-lobby/lounge to provide banking services at AIIMS Nagpur.
8. Maintenance and regular functioning of the ATMs/e-lobby/lounge for all the 24 hours should be ensured by the successful agency, the AIIMS Nagpur will not undertake any responsibility in this account.
9. Insurance Policy so obtained by the successful bidder covering all insurable risk in respect of work, would be endorsed in favour of AIIMS Nagpur.
10. 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.
11. The Bidder/bank(s) 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.
12. Bidder/bank(s) should submit their response as per formats provided, not conforming to the instructions or prescribed formats will be rejected.
13. 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
14. The contract period shall remain for valid for 10 year from date of commencement, which shall be renewed up to 5 years 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. 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.

15. 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

16. **BID SECURITY / EARNEST MONEY DEPOSIT (EMD)** - EMD of ₹ 50,000/- 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.

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

18. **PERFORMANCE Security Deposit** - The successful bidder shall furnish a Performance Bank guarantee of amount ₹ 1, 50,000/- (One Lakhs Fifty Thousand rupees only) 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 Administration valid for 60 days beyond the expiry of period of 10 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.

19. 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.

20. 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 21 (Twenty One)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.

21. 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.

22. 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.

23. 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.

24. 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.

25. The Service provider will have to pay the License Fees and electricity charges as applicable for the facilities to be used within 15 days of receipt / generation of bills by the AIIMS Nagpur.
26. 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.
27. CCTV (with recording backup of 30 days) shall be installed by the successful bidder at their own cost for enhanced security.
28. 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.
29. The Service provider shall bear at the expenses for running the ATM/e-Lobby/lounge 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.
30. 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 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.
31. 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.
32. The Service provider should not permit to sublease the building or any part of the building or premises to anyone.
33. 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.
34. The Service provider shall use electricity economically. Electricity Charges shall be paid by Firm 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.
35. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
36. 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.
37. 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.

38. 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.

39. The 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

40. BID EVALUATION

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

40.2 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.

40.3 **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.

41. CALCULATION OF MONTHLY LICENSE FEE

- a) Total area of the Stationary/Provision Store 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 one month's notice in writing, without assigning any reason whatsoever. The selected bidder shall have to provide services for min 6 months 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.

42. The successful 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 three months consecutively, the agreement will be treated as null and void.

43. The successful bidder shall consult AIIMS Nagpur before advertising anything in the print media in the campus.

44. The lease term will be initially for a period of 10 years and further extendable on yearly basis (2+1+1+1) for the maximum period of 05 years, on mutually agreed terms and conditions, subject to the satisfactory performance. There will be the enhancement per annum in the monthly license fee as mentioned earlier.
45. The successful bidder will deploy manpower (if required) and will not engage child labour as per govt rules, on minimum wages as prescribed by Govt. of India/Maharashtra Administration from time to time. The bidder shall provide the list of the staff to AIIMS Nagpur only after the duly police verification.
46. The liability responsibility in case any accidents causing injury/death to any of his staff shall be of the bidder. The AIIMS Nagpur shall not be responsible in any such cases. The service provider has to install first aid and fire extinguishers in the e-lobby/lounge as per requirement of fire services.
47. Sub leasing of the area after award of work/Agreement will not be permitted. In case the bidder is found guilty the contract will be terminated without any notice and security deposit will be forfeited. Consumption of alcohol, smoking and chewing of pan in the shop is strictly prohibited.
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.
49. Maintenance of premises and surrounding premises shall be the responsibility of the service provider.
50. Water Meter and Electrical Meter shall be installed by the AIIMS Nagpur.
51. The outer colour code/ building facade shall match the existing infrastructure of AIIMS Nagpur; it shall not deteriorate the aesthetics of the Institute. The service provider shall construct
52. The Service provider shall ensure that machines are in working condition all time, any breakdown/ scheduled maintenance shall be updated/ informed in advance.
53. The service provider may deploy manpower for helping/ security/ guiding/ marketing point of view at the location for efficient services to its customers.
54. If the service provider require more area for running of e-lobby, the same may be increased at the quoted rate of H1 bidder (rate per sq ft)

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 (₹ 50,000/-)	
2	Copy of proof of being Nationalized Banks/Scheduled Banks/NBFCs/Post Office/Financial institution or authorized agencies	
3	Self-attested Address proof of the bidder	
4	Copy of PAN card of the firm	
5	Copy of GST Registration Certificate of the firm	
6	The bank/authorized agencies must have a minimum experience of 5 year in installation and operation in the field of Automatic Teller Machine/e-lobby/lounge in India (experience certificate to be enclosed)	
7	Self-attested Copy of Partnership deed and incorporation deed in India (In case of partnership firm) / Self-attested Copy of memorandum and Articles of Association (In case of Company), if applicable	
8	RBI's approval to operate ATM and banking service in India	
9	Annexure-A	
10	Acceptance of Terms & Conditions (Annexure B)	
11	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)	
3	Address of Registered Office or Branch office in region	
5	Permanent Income Tax number(PAN)	
6	GSTIN registration number & Date	

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: _____

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 leasing out space for setting up and operation of e-lobby.

Signature: _____

Name: _____

Seal of contracting
Agency/firm/company

Date:

Place:

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: