

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Tatibandh, GE Road,
Raipur-492 099 (CG)
www.aiimsraipur.edu.in

SHORT TENDER NOTICE (2nd CALL) FOR

PROVIDING GI SHEET BARRICADING IN AIIMS, RAIPUR

Date: 23th November, 2013

Tenders in sealed cover are invited under <u>two-bid</u> system from reputed and experienced Agencies on behalf of the Director, All India Institute of Medical Sciences, Raipur, for providing Security Services at the premises of **AIIMS**, **Tatibandh**, **Raipur–492099**.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Providing GI Sheet Barricading in AIIMS, Raipur" and should reach at the office of "The Administrative Officer, AIIMS, Tatibandh, Raipur - 492099, before 15:00 hrs on or before 04th December, 2013. The technical bids shall be opened on the same day at 16:00 hrs at AIIMS, Raipur. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website www.aiimsraipur.edu.in. Those who download the tender document from the website should enclose an additional DD for ₹ 1000/- (Rupees One Thousand only) (non-refundable) in favour of "AIIMS, Raipur", payable at Raipur, along with their tender bid in the Cover-I "Technical Bid" and the bid security (EMD) of ₹ 17,000/- (Rupees Seventeen thousand only) should be paid by Demand Draft in favour of "AIIMS, Raipur" payable at Raipur. The Tender Enquiry Documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer, AIIMS, Raipur.

Administrative Officer AIIMS, Raipur

Signature of Bidder Page 1 of 10

TENDER DOCUMENT

AIIMS, RAIPUR invites TENDER FOR PROVIDING GI SHEET BARRICADING IN AIIMS, RAIPUR (Documents related to Eligibility Criteria)

TECHNICAL BID (In separate sealed Cover-I super scribed as "Technical Bid")

| 1 | Name & Address of the Tenderer Organization /Tenderer with phone number, email and name and telephone/mobile number of contact person. | |
|--------|--|--|
| 2 | Experience in the civil work. Particulars of experience (Attach certificates, testimonials). and/or on hand for last 3 years along with a certificate from the organisation where the job was carried out. | In following format |
| SI.No. | Name of Organization with complete address and telephone numbers to whom services provided | Total contract period (in Yr/Month) Total contract contract amount (in Rs.) Reason for termination |
| 3 | Set-up of your Tenderer, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available | |
| (a) | for performing this service: Is the establishment registered with the Government; please give details with document/evidence. | |
| (b) | Do you have Labour licence. Please provide details and attach a copy. | |
| (c) | Undertaking of the Tenderer confirming the availability of the adequate manpower of requisite qualification and experience for execution of work. | |
| 4 | Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc. | |
| 5 | Please give EPF No: ESI Code: Gratuity Act Regn. No: | |
| 6 | Are you governed by minimum wages rules of the Govt of India? If yes, please give details. | |
| 7 | Please attach copy of last Return of Income Tax | |
| 8 | Please attach balance sheet of the company [duly certified by Chartered Accountant for last three (3) years] | |
| 9 | PAN No. (Please attach copy) | |
| 10 | VAT No. (Please attach copy) Trade Licence No. if any (Please attach copy) | |
| 12 | Sales Tax Registration No. (Please attach | |

| Signature of Bidder | Page 2 of 1 |
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| | copy) | |
|----|--|---|
| 13 | Acceptance of terms & conditions | |
| | attached | |
| 14 | (Yes/No). Please sign each page of terms | |
| | and conditions as token of acceptance | |
| | and submit as part of tender document. | |
| 15 | Power of Attorney/authorization for | |
| | signing the bid documents | |
| 16 | Please submit an undertaking that no | |
| | case is pending with the police against | |
| | the Proprietor/firm/partner or the | |
| | Company (Tenderer). In addition to the | |
| | undertaking, the firm shall produce | |
| | certificate/verification from local police | |
| | station. Indicate any convictions in the | |
| | past against the Company/firm/partner. | |
| 17 | Details of the FDR/DD of bid security | Detail of cost of Tender for Rs. 1000/- (if |
| | (EMD) | downloaded from website) |
| | FDR/DD No: Date: | DD No. |
| | 2 4 4 4 4 | Date: |
| | Payable at | Payable at- |
| | | |

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

| mysen/ourserves to ablue by them. | |
|---|--------------------------------------|
| Encls: | |
| DD/Pay Order No. Terms & Conditions (each page n Financial Bid. | nust be signed and sealed) |
| Place: | (Signature of Tenderer(s) with seal) |
| | Name: |
| | Address |
| | Phone No (O): |
| | Fax No. (O): |
| | F-mail: |

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

Name of work: Providing GI Sheet Barricading in AIIMS Raipur Complex.

Note: The above mentioned work shall be of 18 months, which can further be extended in segment of 3 months (mutually agreed by both the parties)

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the Contract period except provision under the terms & conditions.

| | (Signature of Tenderer with seal) |
|--------|-------------------------------------|
| Place: | Name: |
| Date: | Seal: Address : Phone No (O): |
| | Fax No. (O): E-mail: |

(To be made on ₹ 100/- Non Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

| This agreement is made at Raipur on theday of |
|---|
| Two thousand Twelve between the Director, All India Institute of Medical Sciences |
| Raipur, acting through Administrative Officer, AIIMS, Raipur, having its offic |
| at AIIMS, Tatibandh, Raipur-492099 (hereinafter called 'Client' which expressio |
| shall, unless repugnant to the context or meaning thereof be deemed to mean an |
| include its successors, legal representatives and assigns) of the First Part. |

Second Part

| M/s | | | | _, | having | its |
|------------------------------------|-------------------|------------------|------------------------------|-----|-----------|----------|
| registered office at | | | | | | |
| (hereinafter called the `Te | nderer' wh | ich expressior | unless repugnant | to | the cont | - ext |
| shall mean and include its | successors-i | in-interest assi | igns etc.) of the Sec | con | nd Part . | |

WHEREAS the **'Client'** is desirous to engage the **'Tenderer'** for providing Wardrobes in Hostels of AIIMS, RAIPUR at Raipur on the terms and conditions stated below:

- The Tenderer shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to security Labour deployed in AIIMS, RAIPUR. The 'Client' shall have no liability in this regard.
- 2. The Tenderer shall be solely responsible for any accident / medical / health related liability / compensation for the Labour deployed by it at AIIMS, Raipur site. The **'Client'** shall have no liability in this regard.
- 3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- 4. The contract can be terminated by giving one month notice on either side.
- 5. In case of non-compliance with the contract, the **'Client'** reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract.
- 6. Security Deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order / Demand Draft or Bank Guarantee shall be furnished by the **'Tenderer'** at the time of signing of the Agreement.
- 7. The **'Tenderer'** shall be fully responsible for timely monthly payment of wages and any other dues to the Labour deployed in AIIMS, RAIPUR site.
- 8. The Labour provided by the **'Tenderer'** will not claim to become the employees of AIIMS, RAIPUR and there will be no Employee and Employer relationship between the Labour engaged by the **'Tenderer'** for deployment in AIIMS, RAIPUR site.
- 9. There would be no increase in rates payable to the **'Tenderer'** during the contract period except reimbursement of the statutory wages revised by the Central Govt.
- 10. The **'Tenderer'** also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

| Signature of | Bidder | Page 5 of 10 |
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- 11. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Tenderer'.
- 12. The **'Tenderer'** shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The **'Tenderer'** shall keep **'Client'** fully indemnified against liability of tax, interest, penalty etc. of the **'Tenderer'** in respect thereof, which may arise.
- 13. In case of any dispute between the **'Tenderer'** and **'Client'**, **'Client'** shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Raipur.

| THIS AGREEMENT will take effect Two thousand twelve | ,, | | |
|--|---|--|--|
| IN WITNESS WHEREOF both the parties he seals to be hereunto affixed / (or have her the day and year mentioned above in Raipu | eunto set their respective hands and seals | | |
| For and on behalf of the 'Tenderer' | For and on behalf of the 'AIIMS, Raipur | | |
| Signature of the authorized Official | Signature of the authorized Official | | |
| Name of the Official | Name of the Official | | |
| Stamp / Seal of the `Tenderer' | | | |
| SIGNED, SEALED AND DELIVERED By the said(Name) | By the said(Name) | | |
| on behalf of the 'Tenderer' in presence of | on behalf of the 'AIIMS, Raipur in presence of | | |
| Witness | Witness | | |
| Name | Name | | |
| Address | Address | | |
| | | | |

ANNEXURE TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

A. Scope of Work:

Providing GI Sheet Barricading in AIIMS, RAIPUR

1. The Tenderer shall provide the GI Sheet Barricading as per specification described in the Price Bid with full satisfaction of the Engineer in charge of the work.

B. Eligibility Criteria:

- 1. The Tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted.
- 2. The Tenderer shall have at least 3 years experience of similar work in State/Central Government/PSU/Autonomous Body under Government/Tertiary Govt. Hospital.
- 3. Having successfully completed works of similar magnitude and duration (worth Rs 5,00,000/- (Rupees five lakhs or more per year) in last three years in State/Central Government/PSU/Autonomous Body under Government/Tertiary Govt. Hospital.
- 4. Proof of financial turnover with a minimum of Rs 10,00,000/- per year achieved, duly attested by CA.
- 5. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Tenderer).

C. Information and Conditions relating to Submission of Bids

- 1. The completion period of contract shall be for 6 months from the date of acceptance letter.
- 2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from Website www.aiimsraipur.edu.in / www.tenders.gov.in. Those who download the tender document from Website should enclose a DD for Rs 1000/- (Rupees One Thousan only) in favour of "AIIMS, Raipur", payable at Raipur, along with their bid in the Cover-I containing "Technical Bid".
- 3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Providing GI Sheet Barricading in AIIMS, RAIPUR" should reach AIIMS, Raipur before 15.00 hrs on or before 04th December, 2013. The technical bids shall be opened on the same day at 16.00 hrs at AIIMS, Raipur in presence of the Tenderers or their authorized representatives who choose to remain present.

Signature of Bidder Page 7 of 10

- 4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
- 5. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
- 6. The Tenderer shall pay Bid Security (EMD) of Rs. 17,000/- (Rupees Seventeen thousand only) along with the technical bid by Demand Draft in favour of "AIIMS, Raipur" drawn on any Nationalized Bank / Scheduled Bank and payable at Raipur. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
- 7. The Bid Security (EMD) without interest shall be returned to the unsuccessful Tenderers after finalization of contract.
- 8. As a guarantee towards due performance and compliance of the contract work, the successful Tenderer (Tenderer) will deposit an amount equal to 10 % (Ten) of Annual Contract value towards Security Deposit by way of demand draft in favour of "AIIMS, Raipur" drawn on any Nationalized Bank / Scheduled Bank and payable at Raipur. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.
- 9. The EMD deposited by successful Tenderer will be adjusted towards Security deposit as demanded above. If the successful Tenderer fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his Bid Security (EMD) shall be forfeited unless time extension has been granted by AIIMS, Raipur.
- 10. The EMD shall be forfeited if successful Tenderer fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
- 11. The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful Tenderer shall be entertained.
- 12. To assist in the analysis, evaluation and computation of the bids, the competent authority, may ask Tenderers 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.
- 13. After evaluation, the work shall be awarded normally to the Tenderer fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Director, AIIMS, Raipur shall decide about the Tenderer to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such decision by such authority shall be final.

| Signature of Bidder |
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- 14. The quoted rates shall not be less than the minimum wages of Govt of India and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.
- 15. 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 his opinion is non-responsive or violating any of the Conditions /specifications without any liability to any loss whatsoever it may cause to the Tenderer in the process.

D. Terms and Conditions:

- 16. There would be no increase in rates payable to the Tenderer during the Contract period.
- 17. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- 26. The decision of AIIMS, Raipur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Tenderer.
- 27. In case of any dispute between the Tenderer and AIIMS, Raipur, AIIMS, Raipur shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Raipur.
- 28. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by Deputy Director (Admn.), AIIMS, Raipur. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
- 29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 30. An agreement shall be signed with the successful Tenderer as per specimen enclosed.
- 31. The GI sheets used should be of good condition and it should not be rusted, torn, bend and shall be got approved before using in the work,
- 32. Notwithstanding the specification mentioned herein the Barricading including support should be strong enough to withstand wind pressure and remain in proper position during the contract period.
- 33. The contractor shall keep barricading in good condition during the whole contract period including extended period and the rate include its maintenance for any damages, painting, all incidentals, labour materials, equipments and works required to execute the job.
- 34. Payment shall be made @ 70% after satisfactory installation. Remaining 30% shall be paid after removal.(Applicable for both stipulated and extended period, if any)

| Signature of Bidder | Page 9 of 10 |
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- 35. The rate for the extended period shall be fixed @10% of the accepted rate for each 3 months or part of the extended period beyond stipulated period.
- 36. The work shall be divided into separate, distinguishable segments for sake of measurements and payment and payment shall be made for these segments after their satisfactory installation. Their period shall start from their respective date of installation.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between **'Client'** (**First Part**) and the **'Tenderer'** (**Second Part**) and any non-compliance shall be deemed as breach of the Contract/Agreement.
