

**Tender
For
Refilling & testing of various types of Fire
Extinguishers at AIIMS-Jodhpur.**

N.I.T. No.	AIIMS-JDH/EE/ELECT/2022-23/04(Second Call)
NIT Issue Date	21-04-2023
Last Date of Online Submission of tender	28-04-2023 upto 03:00 PM

Tender Document may be downloaded from following websites

www.aiimsjodhpur.ac.in
<http://eprocure.gov.in>,
tenders.gov.in



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342005, Rajasthan

Telephone: 0291- 2740741, Ext. No. 3189/3190 email: saxenap@aiimsjodhpur.edu.in

www.aiimsjodhpur.edu.in

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Executive Engineer (E)
AIIMS, Jodhpur

NOTICE INVITING TENDER

S. No.	Particular	Remarks
1.	Name of work	Refilling & testing of various types of Fire Extinguishers at AIIMS-Jodhpur.
2.	Tender No.	AIIMS-JDH/EE/ELECT/2022-23/04 (Second Call)
3.	Contract period	01 year
4.	Estimated Cost (Rs.)	₹. 3,64,000/-
5.	Performance Security	@3% of contract value
6.	Security Deposit	@5% will be withhold from each running bill.
7.	Tender documents	Download from following websites- www.aiimsjodhpur.edu.in http://eprocure.gov.in
8.	Last date and time of online submission of tender	28-04-2023 upto 03:00 PM
9.	Date and time of online tender opening	29-04-2023

❖ **Please read carefully the notes given with the tender Notice.**

Executive Engineer (E)
AIIMS, Jodhpur

Instructions for the Bidder/ The service provider/ Bidders:-

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites Online bids in two bid system for Refilling & testing of various types of Fire Extinguishers at AIIMS-Jodhpur.

1. Bids shall be submitted online only at CPPP website:

<https://eprocure.gov.in/eprocure/app>.

2. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.

3. Bidder/service provider are advised to follow the instructions provided in the 'Instructions to the service providers/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Criteria of eligibility:

Contractor who fulfill following requirement shall be eligible to apply. Joint ventures are not accepted:

- a. Contractor should have valid registration with Govt. / Semi Govt. organization in appropriate class and / or having experience in carrying out similar works.
- b. Should have satisfactorily completed the similar works as mentioned below during the last Seven years ending 31st March, 2023.

Note: Completion certificate must be attached.

“Similar works means: Refilling & testing of all types of Fire Extinguishers”

- i. Three similar completed works each of value not less than 40% of the estimated cost put to tender
Or,
- ii. Two similar completed works each of value not less than 60% of the estimated cost put to tender
Or
- iii. One similar completed works of value not less than 80% of the estimated cost put to tender.

(Details should be mentioned in Annexure-II)

5. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

- ✓ **The offers submitted by email or any other media except CPP portal shall not be considered. No correspondence will be entertained in this matter.**

6. Technical Bid

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- Copy of completion certificate from client department/s.
- Copy of Income Tax Return Acknowledgement for last three consecutive financial years.
- Copy of PAN Card Registration.
- Copy of GST registration certificate.
- Acceptance of Tender Condition
- Certificate as per Annexure-I to V

7. Financial Bid

Price bid Form - Price must be quoted as per format specified; failing which tender shall be summarily rejected.

Executive Engineer (E)
AIIMS, Jodhpur

ACCEPTANCE OF TENDER CONDITION
(To be submitted on Letter Head of the Company/Firm)

TENDER NOTICE NO: AIIMS-JDH/EE/ELECT/2022-23/04 (Second Call)

Item Rate Bid for works:

Tender for Refilling & testing of various types of Fire Extinguishers at AIIMS-Jodhpur.

I/we have read and examined the notice inviting tender, General Conditions of contract, Annexure – I to VI and other documents and rules referred to in the condition of contract and all other contains in the tender document for the work.

I/we hereby tender for the execution of the work specified for the Director, AIIMS- Jodhpur within the time specified in the Milestone, in accordance with the General Conditions of Contract and such materials as are provided for, by, and in respects with, such conditions so far as applicable.

We agree to keep the tender open for from the due date of its opening of technical bid and not to make any modification in its terms and conditions.

If I/We fail to commence work as specified, I/ We agree that Director, AIIMS, Jodhpur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to reject our bid / work order and may at his own to take action as deemed fit in accordance with the norms established by Government of India. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in the tender form. Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work and debarred for tendering in **AIIMS, Jodhpur** in future forever. I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Signature of Contractor

Witness:

Postal Address

Address:

General Conditions of Contract

1. The rates shall be quoted only in the schedule of quantities i.e. BoQ separately attached with the tender and nowhere else i.e. letter heads etc. The rates quoted should be on FOR basis. Only GST shall be paid extra as applicable.
2. **Validity:** The quoted rates must be valid for a period for **180 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the bidders shall not be allowed to quote for any other tender of AIIMS- Jodhpur and the same shall also be intimated to their respective parent department from where they are registered without assigning any reason thereof. The bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender. In case the last date of sale / of receipt of tender / of opening the tender is declared as Holidays, the respective dates shall be treated as postponed to the next working day accordingly.
3. **Technical Evaluation:**
 - a) Detailed technical evaluation shall be carried out by the Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation.
 - b) The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order. The Director, AIIMS, Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.
4. **Financial Evaluation:**

The financial bid shall be opened of only those bidders who have been found to be technically eligible. After the evaluation of the bid(s) AIIMS- Jodhpur will award the contract to the lowest evaluated responsive bidder on **composite basis**
5. Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority, AIIMS-Jodhpur.
6. Award of Contract: The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.
7. **Performance bank guarantee:**
 - a. Performance guarantee of the contract in accordance with all the terms and conditions specified in the tender, the successful tenderer / contractor shall furnish a Performance bank guarantee @3% of order value in the form of Fixed Deposit Receipt or Bank Guarantee (as per attached format) from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur" after receipt of supply order.
 - b. AIIMS-Jodhpur shall have the right to encash the PBG for non-compliance of any or all the terms and conditions of the tender / contract and to recover any Liquid Damages and penalties under the contract as well as against defects in the any of the work as enumerated in the tender / contract.

- c. **Refund of PBG-** Release of Performance bank guarantee of the work shall be refunded after completion of work and clearance from the Engineer-In-Charge.
8. **Security Deposit:**
Security Deposit @5% of billing amount shall be withhold from each running bill upto final bill and will be released only after completion of work and clearance from the Engineer-In-Charge.
9. **Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Director, AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
10. **Right of acceptance:** The institute reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The institute reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
11. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person/party. The tender is not transferable. Only one tender shall be submitted by one bidder.
12. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned in tender, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the PG shall also stands forfeited.
13. Conditional bid will be treated as unresponsive and will be rejected
14. **Applicable Law:**
- The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
 - The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties. Any disputes are subject to exclusive jurisdiction of competent court and forum in Jodhpur, Rajasthan, India only.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the service provider.
15. Order for refilling / testing shall be placed to the contractor on actual requirement basis during the course of contract.
16. The contractor shall refill and test the ordered / indented quantity fire extinguisher in presence of the authorized representative of AIIMS- Jodhpur. The contractor shall bear the to-and-fro cost of transportation and stay, in case of refilling / testing done outside Jodhpur of the authorized representative of AIIMS- Jodhpur.
17. Payment shall be made after submission of TAX invoice by the contractor for the refilling / testing done.

18. The quantities are approximate, may increase or decrease and are liable to change up to any extent on either side. AIIMS-Jodhpur reserves right to order deviation from the quantities mentioned in the tender. The contractor shall do the work of the additional / reduced quantity on the rates quoted in the tender documents. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage or loss which he might have derived from the execution of refilling the actual / ordered / indented quantity.
19. Contractor shall be fully responsible for any damages caused to govt. property or allottee's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
20. Fire extinguisher for refilling purpose shall have to be taken by the contractor at his own cost within a week of the instructions of doing so.
21. **Liquidated Damage:** - If the supplier fails to refill / test fire extinguishers within 7 days of taking away from AIIMS- Jodhpur campus, then a penalty @ 0.5 % per week of the total order value shall be levied subject to maximum of 10% of the total order value.
22. In case of any discrimination, the decision of the Director, AIIMS- Jodhpur shall be final and binding on the bidder / contractor.

Executive Engineer (E)
AIIMS, Jodhpur

TECHNICAL SPECIFICATIONS

S. No.	Details of items	Unit	Qty.
1.	ISI marked (IS:940) Portable chemical fire extinguisher, water (Gas pressure)	Each	105
a	Capacity : 9 liters		
2.	ISI marked (IS:2878) Portable fire extinguisher, Carbon Dioxide(CO ₂)	Each	175
a	Capacity : 4.5 liters		
3.	“ABC” stored pressure type dry chemical powder (Mono-Ammonium Phosphate) fire extinguisher complete as per ISI marked (IS:14609)	Each	115
a	Capacity : 5 kgs		
4.	ISI marked (IS:10204) Portable fire extinguisher, Mechanical foam type.	Each	11
a	Capacity : 50 liters		
5.	Capacity 9 liters – Cartridge type	Each	75
6.	Capacity 9 liters – Stored Pressure type	Each	20

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AIIMS, Jodhpur

Annexure – I**Bid Security Declaration Form**
(To be submitted on letter head of the company / firm)

Tender No. AIIMS-JDH/EE/ELECT/2022-23/04 (Second Call)

Date: _____

To,
The Director,
All India Institute of Medical Sciences,
JODHPUR-Rajasthan

I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by AIIMS, Jodhpur during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(Signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Annexure – II

DETAILS OF WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS
ENDING LAST DAY OF THE MONTH ENDING MARCH-2023

S. N o.	Name of Work/ project	Location	Owner or sponsoring organization	Cost of work in lakh	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration pending/ in progress with details *	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Note: Completion Certificate from Clint to be attached.

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder

ANNEXURE- III**Details of the Bidder / Bidder**

S. No.	Details	
1.	Name of Firm /Service provider / service provider	
2.	Complete Address:	
3.	Name of Proprietor/ Partner/ Managing Director / Director.	
4.	State clearly whether it is sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organization	
5.	Whether the firm is a registered firm Yes/No (attached copy of certificate).	
6.	Copy of GST Registration	
7.	Permanent Account No. (Copy must be provided)	
8.	Copy of Income Tax Return Acknowledgement for last Three years	
9.	Any other information, if necessary	
10.	Name and address of service center at/ nearby Jodhpur	
11.	Official Email ID	
12.	Contact No.	

❖ **Note: All pages should be numbered & indexed.**

Date:
Place:

Name :
Business Address:
Signature of Bidder:
Seal of the Bidder:

ANNEXURE- IV**UNDERTAKING**

(To be submitted on letter head of the company / firm)

I hereby certify that the above firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institute on any account.

I also certify that firm will supply the item as per the specification given by Institute and also abide all the terms and conditions stipulated in tender.

I also certify that the information given in the bid is true and correct in all aspects and if in any case at a later date it is found that any detail/s provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per NIT rules.

Date:
Place:

Name :
Business Address :
Signature of Bidder
Seal of the Bidder
:

ANNEXURE –V
TENDER ACCEPTANCE CERTIFICATE
(To be submitted on letter head of the company / firm)

To,
The Director,
All India Institute of Medical Sciences,
Jodhpur (Raj.)

Ref.: Your NIT No.: AIIMS-JDH/EE/ELECT/2022-23/04 (Second Call) due on 28-04-2023.

I / We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment / corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items / services for which tender has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements. We further confirm that, if our bid is accepted, we shall provide you with a Performance Guarantee / Security deposit of required amount in an acceptable form as mentioned in your NIT. We agree to keep our bid valid for a period of **180 (one hundred eighty) days** for acceptance as required in your NIT Document, read with modification, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Agreement / Contract is executed; this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred advertised tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by Central / State Govt. / Ministries / Departments /PSU etc. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment / corrigendum, if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Performance Guarantee / Security deposit or any other action taken against me / us.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in AIIMS organization in future forever. Also, if such a violation comes to the notice of the institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee / Security deposit / Security deposit.

(Scanned copy to be uploaded at the time of submission of bid alongwith the technical bid)

Name: _____

Business Address: _____

Place: _____

Date: _____

Check List for Documents Required with Technical Bid**(To be attached with the Technical Bid)**

<u>S. No.</u>	<u>Information for bidder</u>	<u>Remarks</u>	<u>Refer page no. of submitted bid</u>
1.	Notice Inviting Tender (Read & Accepted)	<u>Yes / No</u>	
2.	Acceptance of Tender Condition (<i>To be submitted on Letter Head of the Company/Firm</i>) (Filled & Accepted)	<u>Yes / No</u>	
3.	General Conditions of Contract (Read & Accepted)	<u>Yes / No</u>	
4.	Technical Specifications (Read & Accepted)	<u>Yes / No</u>	
5.	Annexure- I (Bid Security Declaration Form) (To be submitted on Letter Head of the Company/Firm) (Filled & Attached)	<u>Yes / No</u>	
6.	Annexure- II (Details of similar works) (Filled & Attached)		
7.	Annexure- III (Details of Bidder/s) (Filled & signed) (To be submitted on Letter Head of the Company/Firm) (Filled & Attached)	<u>Yes / No</u>	
8.	Annexure- IV (Undertaking Certificate) (To be submitted on Letter Head of the Company/Firm) (Filled & Attached)	<u>Yes / No</u>	
9.	Annexure- V (Tender Acceptance Certificate) (To be submitted on Letter Head of the Company/Firm) (Filled & Attached)	<u>Yes / No</u>	
10.	<i>Copy of completion certificate (Attached)</i>	<u>Yes / No</u>	
11.	Copy of Income Tax Return Acknowledgement for last Three consecutive financial years (Attached)	<u>Yes / No</u>	
12.	Copy of PAN Card (Attached)	<u>Yes / No</u>	
13.	Copy of GST Registration (Attached)	<u>Yes / No</u>	
14.	Check list filled (Filled & Attached)	<u>Yes / No</u>	

Date:
Place:Name :
Business Address:
Signature of Bidder:
Seal of the Bidder:

FORMET FOR PERFORMANCE SECURITY (GUARANTEE)**(TO BE FURNISHED BY CONCERN BANK)**

1. In consideration of the Director, AIIMS, Jodhpur (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Agreement}") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a Security/Guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement. We _____ hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Governme(nt an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government
2. We _____ do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
3. We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.
5. We _____ further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) accordingly discharges this guarantee.
6. We _____ further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor (s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor (s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s).
8. We _____ lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing
9. This guarantee shall be valid upto _____ unless extended on demand by Government Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated: ____ of the day _____

For _____
(Indicate the name of bank)