

Tender
For
Leasing of Shops in Residential Complex
At
All India Institute of Medical Sciences, Jodhpur

NIT No. : Admn/Tender/54/2020-AIIMS.JDH
NIT Issue Date : 22nd September, 2020
Pre Bid Meeting : 01st October, 2020 at 03.00 PM
Last Date of Online Submission : 19th October, 2020 at 03.00 PM
Bid Opening Date : 20th October, 2020 at 03.00 PM

Tender documents may be downloaded from web site www.aiimsjodhpur.edu.in, (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



All India Institute of Medical Sciences, Jodhpur

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www.aiimsjodhpur.edu.in

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR**NOTICE INVITING TENDER**

01	Name of the Item	Leasing of Shops in Residential Complex at AIIMS Jodhpur
02	Tender No.	Admn/Tender/54/2020-AIIMS.JDH
03	Period of contract	1 year extendable upto further 5 year (one year at a time).
04	Earnest money deposit	Rs. 50,000/- (Rupees Fifty Thousand Only) for each shop
05	Performance Security	Rs. 50,000/- (Rupees Fifty Thousand Only) for each shop
06	Tender documents Download from	www.aiimsjodhpur.edu.in https://eprocure.gov.in
07	Pre-bid meeting	01 st October 2020, 03:00 PM at Committee Room, Administration Block, Medical College, AIIMS, Jodhpur.
08	Website for online submission	https://eprocure.gov.in/eprocure/app .
09	Last date and time for online submission	19 th October 2020 upto 03:00 PM on https://eprocure.gov.in/eprocure/app .
10	Date and time for Opening Bid	20 th October 2020 after 03:00 PM

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 Leasing of Shops in Residential Complex at AIIMS Jodhpur. You are requested to quote your best offer along with the complete details of terms & conditions.

Facilities required as follows:-

Shop. No.	Type of Shop	Size of Shop	Qty.
1.	Fruit and Vegetable	10 Feet x 15 Feet	01 Shop
2.	Grocery with Dairy Products	10 Feet x 15 Feet	01 Shop
3.	Salon (Male)	10 Feet x 15 Feet	01 Shop
4.	Salon (Female)	10 Feet x 15 Feet	01 Shop
5.	Books and Stationary	10 Feet x 15 Feet	01 Shop
6.	Laundry	10 Feet x 15 Feet	01 Shop

Instructions for the Tenderer/ Contractor/ Bidders:-

- Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
- The complete bidding process in 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.
- Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/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.
- EMD Payment:**
The bidder shall be required to submit the Earnest Money Deposit (EMD) separately for an amount of **Rs. 50,000/- (Rupees Fifty Thousand Only)** for **each quoted shop** by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of **“All India Institute of Medical Sciences, Jodhpur”**. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts or Bank**

Guarantee for EMD must deliver to AIIMS, Jodhpur on or before last date/time of Bid Submission (submitted only in Dispatch/Received section).

- a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI)/ MSME are exempted to submit the EMD (copy of registration must be provide along with).
 - c) The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.
 - d) EMD must be submitted separately as mentioned above for each shop.
6. **The Hard Copy of original instruments in respect of cost of earnest money deposit etc. must be delivered to the AIIMS, Jodhpur on or before last date/time of Bid Submission as mentioned above (submitted only in Dispatch/Received section). The bid without EMD will be summarily rejected.**
7. **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 Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

I. **Technical Bid**

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

- a) **The technical bid should be accompanied by Demand draft of Rs. 50,000/- (Refundable) against EMD for each quoted shop. The Demand Draft of EMD should be prepare separately and drawn in favour of All India Institute of Medical Sciences, Jodhpur.**
- b) Copy of PAN Card.
- c) Copy of GSTIN Registration Certificate.
- d) Signed and Scanned copy of documents like Earnest Money Deposit.
- e) Duly Signed Tender annexures.

II. **Financial Bid:- Bidder must submitted the financial bid in attached BOQ in CPP Portal.**

GENERAL TERM & CONDITIONS

1. **"PRE –BID Meeting"** with the intending bidders shall be held on **01st October, 2020 at 03:00 P.M. at Conference Hall, AIIMS Jodhpur**. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Jodhpur, within 48 hours after the pre-bid meeting.
2. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain for 1 year. The period is further extendable for a period of 5 years (1 year at a time) on the same terms and conditions on mutual consent of both the parties. **10% rent will be increased on quoted rent per extendable year.**
3. **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.
4. **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.
5. **Right of acceptance:** The AIIMS, Jodhpur 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 AIIMS Jodhpur 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.
6. **Technical Evaluation:**
 - (a) Detailed technical evaluation shall be carried out by 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. 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.
 - (b) AIIMS Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

7. Financial Evaluation:

(a) The financial bid shall be opened of only those bidders who have been found to be technically eligible.

(b) After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the highest evaluated (H1) responsive tenderer on individual basis (for each shop). Conditional bid will be treated as unresponsive and will be rejected.

(c) Bidder must quote the financial bid as specified in BOQ.

8. **Award of Contract:** The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. All the technical bids will be scrutinized, by the evaluation committee constituted by the Director, AIIMS Jodhpur to check all relevant documents for their authenticity and the bidders whose technical bids are accepted will be eligible for opening the financial bid.

9. **Signing the Contract:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

10. **Performance Security:** The successful bidder will be required to furnish a Performance Security Deposit of an amount of Rs. 50,000/- (Rupees Fifty thousand Only) for each shop in the form of Fixed Deposit Receipt (FDR) or irrevocable Bank Guarantee (BG) from any Nationalized/ Scheduled Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur". Performance Security will be discharged after 60 days from the date of successful release of occupied property. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

11. The successful bidder will have to deposit the Bank Guarantee or FDR and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited. If successful bidder fails to deposit the security in 15 days, the contract will be awarded to the next higher bidder.

12. No bidder will be allowed to withdraw after submission of the bid within the bid validity period otherwise the EMD submitted by the bidder firm would stand forfeited.

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

14. The Director, AIIMS, Jodhpur reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.

15. The Director, AIIMS, Jodhpur reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.
16. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
17. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
18. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to terminate the contract giving one month notice without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the security deposit including advance amount (3 Month Rent) shall also stands forfeited.
19. After due evaluation of the bid(s) Institute will award the contract to the highest evaluated responsive tenderer.
20. Conditional bid will be treated as unresponsive and it may be rejected.

SPECIAL TERMS & CONDITIONS

1. The tenderer shall bring their own equipment and instrument to run their shops. Only Space (10 X 15 Feet for each Shop) will be provided by Institute.
2. For laundry Shop – Only Iron will be done at designated shop other all work related to laundry will be done at their own space outside from Institute premises.
3. The contractor shall not carry out any permanent structural modification to the said shops.
4. Prices :
 - M.R.P Product – Product should not be sold above M.R.P.
 - Non M.R.P Product – Product should not be sold above market price.
5. Only allotted work will be carried out under this contract.
6. The shops should be kept neat & clean and free of unhygienic conditions. The contractor should keep the site clean. If at any point, the allotted premises found to be unclean, the contractor shall be held responsible and penalty of Rs. 2,000/- per occasion shall be imposed.
7. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers,

employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying compensation as may be determined by the Institute.

8. Electricity charges shall be paid by contractor as per actual consumption on the prevailing rates of Jodhpur Vidyut Vitran Nigam Limited (JDVVNL) or at such higher rates as may be decided by the Institute from time to time.
9. Water charges shall be paid by contractor as per actual consumption on the prevailing rates of PHED or at such higher rates as may be decided by the Institute from time to time.
10. The tenderer is advised to visit the site before participating in the tender. The tenderer should assess the volume of business by him. The Institute will not guarantee any minimum/maximum business.
11. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, Jodhpur Public & Attendants and visiting guests.
12. AIIMS, Jodhpur will regulate the timings and working days of the shops (Including Loading & Unloading).
13. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the shop staff. 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 shop.
14. The tenderer shall not keep the shops closed without prior permission from the AIIMS, JODHPUR authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, JODHPUR, as it may deem fit.
15. The conduct/characters/antecedents and proper bonafide of the workers in the shops shall be the sole responsibility of the contractor. However, the contractor must provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.
16. The contractor will be responsible for maintaining adequate number of persons engaged in working and disposal of garbage (Maximum 2 Persons).
17. The agency will get antecedent, character and conduct verified and to submit a copy of police verification to Institute before engaging any employee.
18. Inspection – The Competent authority and their representative shall be entitled at any time to inspect the shops. During inspection if found any irregularities competent authority and representative have a right to impose penalty.

LEGAL TERMS AND CONDITIONS

1. Successful bidder must follow all necessary statutory compliance before taking possession of shops.
2. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
3. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
4. The Tenderer and his staff shall comply with all instructions and directions of the AIIMS, JODHPUR authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the AIIMS, JODHPUR authorities, without waiting for confirmation by the Tenderer.
5. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the AIIMS, JODHPUR, as and when necessary. If during Inspection, the workers are found without I-Card, a penalty of Rs 200/- per employee will be charged per instance per day.
6. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of shops and other related documents including for complying with any statutory requirements and provisions of applicable laws.
7. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral and illegal act. In case found any deployed worker, penalty will be imposed Rs. 2,000/- per such event.
8. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
9. AIIMS, JODHPUR would have the right to terminate the contract giving one month notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, JODHPUR rules & regulations, or any violation of Govt. of India rules and regulation, 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 Tenderer or his staff. The decision of AIIMS, JODHPUR's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, JODHPUR shall have the right to engage any other tenderer to carry out the task.
10. If firm want to withdraw from his engagement before completion of tenure, than the firm must provide one month notice before termination of contract.

11. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, JODHPUR whose decision shall be final and binding on both the parties.
12. The contract shall be governed by the 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.
13. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
14. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation 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.

RENTAL CONDITIONS

1. The successful bidder will have to deposit a rent of 3 months in advance before taking the possession.
2. The rent of the shops in Residential Complex will have to be paid between 1st to 7th day of every month in advance, in case of holiday, on the next working day, failing which penalty @ Rs. 500/- per day shall be imposed for delayed period.

**Administrative Officer
AIIMS, Jodhpur**

Annexure – I

(In Separate sealed cover-I super scribed “Technical Bid”)

S.No.	Details of the Tenderer/Bidder	Page No.	Remarks
1	Name and Address of the Tenderer/Bidder		
2	Complete Address:		
3	State clearly whether it is sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4	Certificate as per given annexures		
5	Copy of GSTIN Registration		
6	Copy of Permanent Account No.		
7	Email ID		
8	Contact No.		

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

Annexure - II**Description of quoted shops**

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

Sr. No.	Quoted Shop Name	Detail of EMD (No, Bank Name and Date)

Note –

- EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) will be required to submit separately for each quoted shop.
- Detail of quoted shop and EMD will be furnished in above said format.

Annexure – III**Facilities Required****Tender for Leasing of Shops in Residential Complex at AIIMS Jodhpur**

Shop. No.	Type of Shop	Size	Qty.
1.	Fruit and Vegetable	10 Feet x 15 Feet	01 Shop.
2.	Grocery Shop with Dairy Products	10 Feet x 15 Feet	01 Shop.
3.	Salon (Male)	10 Feet x 15 Feet	01 Shop
4.	Salon (Female)	10 Feet x 15 Feet	01 Shop
5.	Books and Stationary	10 Feet x 15 Feet	01 Shop.
6.	Laundry	10 Feet x 15 Feet	01 Shop.

Note:-

1. The bidders are required to quote rent for the designated area.
2. After due evaluation of the bid(s) Institute will award the contract to the highest evaluated responsive tenderer.
3. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :

Annexure – IV

TENDER ACCEPTANCE CERTIFICATE

(To be given on company letter head)

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' form the website(s) namely: - Tender for Leasing of Shops in Residential Complex at AIIMS Jodhpur.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your Institute too have all been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in it's totally/entirely.
5. In case any provision of this tender are found violated, then your Institute shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Date: Name :

Place: Business Address :

Signature of Bidder :

Seal of the Bidder :

Annexure – V
Drawing of Shops

