

Tender for Rate Contract for Refilling of various types of Fire Extinguishers, at AIIMS Jodhpur

N.I.T. No.	AIIMS-JDH/EE/ELECT/2024-25/05
NIT Issue Date	10 September 2024
Last Date of Online Submission of tender	20 September 2024 up to 03:00 pm

**Tender Documents may be downloaded from the 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
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Executive Engineer (E)
AIIMS, Jodhpur

NOTICE INVITING TENDER

S. No.	Particular	Remarks
1.	Name of work	Rate Contract for Refilling of various types of Fire Extinguishers, at AIIMS Jodhpur
2.	Tender No.	AIIMS-JDH/EE/ELECT/2024-25/05
3.	Rate Contract duration	01 Year (Extendable up to 02 more years based on performance)
4.	Total estimated cost for 01 year	₹ 6,35,106/- (incl. Taxes)
5.	Performance Guarantee	@ 3% of contract value
6.	Earnest Money Deposit (EMD)	₹ 12,703/-
7.	Security Deposit	@ 5% of billing amount
8.	Tender documents	Download from the following websites: www.aiimsjodhpur.edu.in https://eprocure.gov.in
9.	Last date and time of online submission of tender	20 September 2024, up to 03.00 PM
10.	Website for online submission of tender	https://eprocure.gov.in/eprocure/app .

Executive Engineer (E)
AIIMS, Jodhpur

Definitions:

- (i) “Client” means The Executive Director, AIIMS- Jodhpur.
- (ii) “Institute” means All India Institute of Medical Sciences, Jodhpur
- (iii) “Engineer-In-Charge” means Executive Engineer (Electrical), AIIMS- Jodhpur.
- (iv) “Contractor/service provider/bidder” means the individual or the firm providing operation and maintenance services incorporated in the contract
- (v) “e-Tender” means Tender received from a Firm / Tenderer / Bidder.
- (vi) “e-Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (vii) “Goods” means the articles, material, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to be supplied / services to the client under the contract.
- (viii) “Services / Work” means Rate Contract for Refilling of various types of Fire Extinguishers, at AIIMS Jodhpur.
- (ix) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (x) “Contract” means the written agreement entered into between the Client and/or Contractor/ Service provider, together with all the documents mentioned therein and including all attachments, annexures, etc. therein.
- (xi) “Performance Guarantee or PG” means monetary or financial guarantee to be furnished by the successful tenderer for due Performance of the contract placed on it.
- (xii) “Security Deposit” means the amount deducted from the respective bills for works.
- (xiii) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xiv) “Inspection” means activities such as measuring, examining, testing of the product or service, and comparing the same with the specified requirement to determine conformity.
- (xv) “Day” means calendar day.

Abbreviations:

- i) “E-I-C” means Engineer-In-Charge.
- ii) “TE Document” means Tender Enquiry Document
- iii) “NIT” means Notice Inviting Tenders.
- iv) “GCC” means General Conditions of Contract
- v) “SCC” means Special Conditions of Contract
- vi) “SOW” means Scope of work
- vii) “NSIC” means National Small Industries Corporation
- viii) “LSI” means Large Scale Industry
- ix) “SSI” means Small Scale Industry
- x) “PBG” means Performance Bank Guarantee
- xi) “GST” means Goods and Services Tax
- xii) “FOR” means Free on Rail
- xiii) “MOH&FW” means Ministry of Health & Family Welfare, Government of India

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, calls for tender for “**Rate Contract of Refilling 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 in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above. For any assistance for the e-bidding process, if required, the bidder may contact 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>’.**
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. **Criteria of eligibility:** Bidder must fulfill following requirements in the last 7 years shall be eligible to apply. Joint ventures are not accepted.

Note: Completion certificate to be attached mandatorily.

“Similar work means Refilling of various types of Fire Extinguishers”

- a) Should have satisfactorily completed works of annual value mentioned below till **31.08.2024**.

1	One similar completed work of annual value Or	80% of the total estimated cost
2	Two similar completed works each of annual value Or	60% of the total estimated cost
3	Three similar completed works each of annual value	40% of the total estimated cost

- b) **Satisfactory job completion certificate certifying the detailed scope of work handled to include similar works must be submitted/attached with the tender.** The bidder must have completed similar works in the last **seven** years and work should be completed till **31.08.2024** with a **Government / Semi-government organization**. (Fill details **Annexure-III**).

6. Bidder should have an **Average Annual Financial Turnover of Rs. equal to ₹ 3,18,000/-** during the last **three** consecutive financial years ending till the starting date of this NIT. (Scanned copy of Certificate from Chartered Accountant with Unique Document Identification Number (**UDIN**) to be uploaded).

7. **Earnest Money Deposit:** The EMD amounting to ₹ 12,703/- (Rupees Twelve Thousand Seven Hundred Three Only) shall be deposited in favour of “All India Institute of Medical Sciences, Jodhpur”, Payable at Jodhpur, and of any Scheduled Bank the same will be allowed with validity up to 180 days. The Firms registered with Micro Small Medium Enterprises (MSME) / National Small Industries Corporation (NSIC) / OR Small-Scale Industries (SSI) are exempted from submitting the EMD only (A copy of registration must be provided along with a technical bid). **No other relaxation shall be allowed.** 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. * The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before the last date of submission of bid. The bid submitted without EMD will be summarily rejected.
8. Bidders are recommended to visit the site at AIIMS Jodhpur before quoting the rates. No claim whatsoever will be entertained in this regard.

9. **Submission of Tender:**

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

✓ **The offers submitted by email or any other media 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:

- **Copy of Completion certificate issued by the client. (Ref. Clause-5: Criteria of eligibility)**
- **Original instrument for EMD or copy of relaxation certificate as per Clause-7 above.**
- **Copy of Annual Financial Turnover for the last (03) Three consecutive financial years duly authorized by CA.**
- **Copy of PAN Card Registration.**
- **Copy of GST registration certificate.**
- **Certificates as per Annexure - I to V.**

II. Financial Bid

Price bid Form [As per BoQ] - Price must be quoted as per format specified failing which tender shall be summarily rejected.

**Executive Engineer (E)
AIIMS, Jodhpur**

General Conditions of Contract

1. **Rate:** Rates to be quoted as per Financial Bid (BoQ) considering costs of all required works, minimum wages for labour and all their benefits and deductions. The rates shall be quoted only in the schedule of quantities attached with the tender and nowhere else i.e. letterheads, etc.
2. **Validity:** The quoted rates must be valid for a period of 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 changes his offer during the validity period, the bid is liable to be rejected and the earnest money deposit shall be forfeited 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 a Holiday, the respective dates shall be treated as postponed to the next working day accordingly.
3. **Technical Evaluation:**
 - 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 conditions of the tender without any deviation.
 - The Institute's determination of the bid's responsiveness is 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 Executive Director, AIIMS, Jodhpur shall have the right to accept or reject any or all tenders without assigning any reasons thereof.
4. **Financial Evaluation:**

After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer on a composite basis. Conditional bid/s will be treated as unresponsive and will be rejected.
5. The right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority.
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 the L1 bidder.
7. **Signing of 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 **appropriate value** within **fifteen days** of the issue of the Letter of notification of award along with performance security. 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 canceled.
8. **Performance bank guarantee:**
 - 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".

- 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.
 - **Refund of PBG-** The Performance bank guarantee will be refunded after completion of warranty period of material supplied, all types of contractual liability of the contractor, issuance of completion certificate and clearance from the Engineer-In-Charge. No interest will be admissible / paid on PBG by the Institute.
- 9. Security deposit:**
- Security Deposit @5% will be deducted from every bill submitted by the Contractor.
 - **Refund of Security deposit:** The amount deducted from contractor's bills as security deposit shall be refunded after completion of contract, all types of contractual liability of the contractor and clearance from the Engineer-In-Charge. *No interest will be paid on account of Security deposit by the institute.*
- 10. 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 responsible, that he has authorize to bind the same and if, on enquiry, it appears that the person so, signing had no authority to do so, the Executive Director, AIIMS, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
- 11. Right of acceptance:** The Executive Director, AIIMS, Jodhpur reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Executive Director, 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. Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority.
- 12.** The rates shall be quoted (including GST) only in the BOQ (schedule of quantities) attached with the tender in MS-Excel format and nowhere else. Bidder shall submit a GST invoice for payment of the refilling done with necessary details (quantity, type, specifications, etc. of fire extinguishers).
- 13. Subletting of Work:** The firm shall not assign or sublet the whole work/job. The tender is not transferable.
- 14. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned in the 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 bid shall also stands forfeited.
- 15. Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.
- 16. 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 contractor shall follow all the government labour laws, minimum wages, labour safety, labour insurance etc.
 - Any disputes are subject to the exclusive jurisdiction of the competent court and forum in Jodhpur, Rajasthan, India only.
 - The Arbitration shall be held in accordance with the provision of the Arbitration and Conciliation (Amendment) 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.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the service provider.
17. Order for Refilling shall be placed to the contractor on **actual requirement** basis during the course of contract. There shall be no condition of minimum quantity of fire extinguishers to be taken for Refilling purpose by the contractor.
 18. The contractor shall refill 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 of the authorized representative of AIIMS- Jodhpur in case of refilling done outside Jodhpur.
 19. The quantities are approximate, may increase or decrease and are liable to change up to any extent on either side. AIIMS-Jodhpur reserves the 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 might have derived from the execution of refilling the actual / ordered / indented quantity.
 20. Any information / document required for verification shall be provided by the bidder. In case of any discrimination, the decision of the Executive Director, AIIMS- Jodhpur shall be final and binding on the bidder / contractor.
 21. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what points and in what manner they are to be commenced, and from time to time carried on.
 22. Contractor shall be fully responsible for any damages caused to the government. property or allottees property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
 23. In case of any damage / loss to any of the existing fire extinguishers, the contractor is liable to replace it with a new unused fire extinguisher of equivalent specifications and shall be liable to pay the cost of such damages / losses.
 24. 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.
 25. The worn out parts of Fire extinguishers such as O-ring, rubber seal, hose pipe, etc. must be replaced with new ones. The extinguisher should be dismantled / disassembled completely and the cylinder is to be cleaned for any trace of content inside the cylinder.
 26. After refilling the fire extinguishers must be subjected to dual leak test process i.e. Inverted Glass Jar leakage test in water and Mass SpectroMeter Helium Leak Detection Test to ensure no leakage is present.
 27. Fire extinguishers received after refilling will be randomly checked for quality of refilling and parts used after replacement (such as O-ring, rubber seal, hose pipe, etc.) & in case of any

discrepancies with the quality of material/parts used for refilling purpose, a penalty of Rs.1500 per fire extinguisher shall be imposed.

28. **Security:** The contractor shall follow security rules of the Institute. The contractor should issue the identity cards to their workers. Contractor may please note that the security section is empowered to carry out the checks.
29. **Secrecy:** In a view to safeguard the secrets & confidential information relating to All India Institute of medical Sciences, Jodhpur, the tenderer binds himself and his successors to secrecy & contracts to bind to secrecy of his officials, Manager, Technical Senior staff & all other staff directly or indirectly concerned in or whom have to acquire information relation to the AIIMS, Jodhpur equipment and the tenderer shall access to any such information.
30. **Liquidated Damage:** - If the supplier fails to refill & return the fire extinguishers within 10 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.

Executive Engineer (E)
AIIMS, Jodhpur

TECHNICAL SPECIFICATIONS

S. No.	Item Details	Unit	Qty
1.	Refilling of the following type of fire extinguisher, including replacement of O-rings, rubber seals and damaged or missing spares/accessories . Refilling validity shall be as per IS Standards.		
a.	Water Type (Stored Pressure), Capacity 9 ltr. (IS:940)	each	223
b.	Mechanical Foam Type (Stored Pressure type), Capacity 9 ltr. (IS:10204)	each	103
c.	Mechanical Foam Type (Cartridge type), Capacity 50 ltr. (IS:10204)	each	11
d.	CO2 Type, Capacity 4.5 Kg (IS:2878)	each	505
e.	ABC Dry chemical powder (with MAP 90%), Capacity 6 Kg (IS:14609)	each	262

Executive Engineer (E)
AIIMS, Jodhpur

Annexure-I**Details of the Bidder**

S. No.	Details of Bidder	
1	Name of Firm /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 each page of NIT and its annexure have been signed and stamped	
6	Whether the firm is a registered firm Yes/No (attached copy of certificate).	
7	Copy of GST Registration	
8	Permanent Account No. (Copy must be provided)	
10	Any other information, if necessary	
11	Official Email ID	
12	Contact No.	

Note: All pages should be numbered & indexed.

Date:

Place:

Signature of Bidder :

Seal of the Bidder :

Name :

Business Address :

Annexure-II

UNDERTAKING FOR NON-BLACKLISTING
(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 the firm will supply the item as per the specification given by the Institute and also abide by 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 concerned firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may have imposed any action as per NIT rules.

Date:

Place:

Signature of Bidder :

Seal of the Bidder :

Name :

Business Address :

Annexure-III

Details of all works of similar class completed during the last 07 years ending till 31.08.2024

Attached certified copies of experiences (Can use extra sheet if necessary)

S. No.	Name of Work/ Project	Owner or Sponsoring Organization	Cost of work (in lac)	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration pending / in progress with details	Name and address/ telephone number of officer to whom reference may be made	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

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

* Please attach completion & performance certificates from authorized persons.

Date:

Place:

Signature of Bidder :

Seal of the Bidder :

Name :

Business Address :

Annexure-IV**FINANCIAL INFORMATION**

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

S. No.	Gross Annual Turnover & Profit/Loss	2021-22	2022-23	2023-24
1				
2				
3				

Signature of Bidder with Seal

Signature of Chartered Accountant with Seal

Annexure-V
TENDER ACCEPTANCE CERTIFICATE
(To be submitted on Letter Head of the Company/Firm)

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

Name of work: Rate Contract for Refilling of various types of Fire Extinguishers, at AIIMS Jodhpur.
 Due on: 20.09.2024

I / We, the undersigned have examined the above-mentioned Tender Enquiry Document, including amendment/corrigendum (if any). We now offer to undertake /complete the works 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 provide the items/services for which the 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 Security of the required amount in an acceptable form as mentioned in your NIT. I/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 a 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 which 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. I/We confirm that I/we fully agree to the terms and conditions specified in the 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 Bid Security / Performance Security.

Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for bidding in AIIMS Jodhpur/institute in the future forever. Also, if such a violation comes to the notice of the institute before the date of start of work, the Engineer-in-Charge shall be free to forfeit the EMD/ Performance Guarantee/ Security deposit.

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

Name:	
Business Address:	
Place:	
Date:	

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

S. No.	Details Provided	Compliance (to be ticked as attached)	Page no. of bid
1	Criteria of eligibility (Read and Attached)	Yes / No	
2	Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc. (Attached)	Yes / No	
4	Copy of PAN Card Registration (Attached)	Yes / No	
5	Copy of GST registration certificate. (Attached)	Yes / No	
6	Copy of EMD (Attached)	Yes / No	
7	Copy of Average annual turnover duly verified by CA (Attached)	Yes / No	
8	General Conditions of Contract (Read and Accepted)	Yes / No	
9	Technical Specification (Read and Accepted)	Yes / No	
10	Scope of Work (Read and Accepted)	Yes / No	
11	Annexure – I (Details of Bidder) (Filled and Attached)	Yes / No	
12	Annexure – II (Undertaking For Non-Blacklisting) (Filled and Attached)	Yes / No	
13	Annexure – III (Details of all works of similar class completed) (Filled and Attached)	Yes / No	
14	Annexure – IV (Financial Information) (Filled and Attached)	Yes / No	
15	Annexure-V (Tender Acceptance Certificate)	Yes / No	
16	Check List (Filled & Attached)	Yes / No	