अखिल भारतीय आयुर्विज्ञानसंस्थान, मंगलगिरी

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI, ANDHRA PRADESH**

***A CAB under Ministry of Health & family Welfare, Government of India.***

Temp. Office: 1st Floor, Government Siddhartha Medical College, Service Road, NH-16, Gunadala, VIJAYAWADA, Andhra Pradesh.

**Tender No. AIIMS MG/Store/Tender/2020-21/RC- Water Tankers**

**“ANNUAL RATE CONTRACT FOR SUPPLY OF WATER TANKERS TO AIIMS MANGALAGIRI CAMPUS INCLUDING ALL TRANSPORTING CHARGES”**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI** invites **Sealed tenders** for supply of water tankers to AIIMS Mangalagiri permanent campus as detailed terms and conditions of this tender document.

1. The salient terms & conditions of the bid are stated below:

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| **DESCRIPTION** | **SUPPLY OF WATER TANKERS TO AIIMS MANGALAGIRI CAMPUS INCLUDING ALL TRANSPORTING CHARGES** |
| Mode of Tender | Sealed cover Tender |
| Tender Start Date | 7.10. 2020 |
| Last date and time for submission of Tender | 28.10. 2020 3.00 PM |
| Date and time for opening of tender | 28.10 .2020 4.00 PM |
| EMD | **Rs. 25,000** |
| Time of Supply | Annual Rate contract (ARC) shall be valid for 1 year from the date of P.O. and extendable further. |
| Place of Submission of Sealed Tenders | Office of Sr. Store officer, 1st Floor, Government Siddhartha Medical College, Service Road, NH-16, Gunadala, VIJAYAWADA-520008, Andhra Pradesh**.** |
| Website for downloading tender Document, Corrigendum, addendums etc. | <http://aiimsmangalagiri.edu.in>  <https://eprocure.gov.in> |

**DISCLAIMER**

This Tender is not an offer by the All India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All India Institute of Medical Sciences, Mangalagiri with the vendor/ bidder.

**ABOUT AIIMS**

AIIMS Mangalagiri is one of new AIIMS established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Sathya Suraksha Yajna (PMSSY) with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate medical education. PMSSY planned to set up new AIIMS like institutions in underserved areas of the country.

These Institutions are established by an Act of Parliament on the lines of the original All India Institute of Medical Sciences in Mangalagiri which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity.

**INVITATION OF ANNUAL RATE CONTRACT FOR SUPPLY OF WATER TANKERS TO AIIMS MANGALAGIRI**.

Sealed Quotations are hereby invited by the undersigned on behalf of the Director, AIIMS Mangalagiri for Supply of Water Tankers from interested and eligible firms/ Suppliers. The filled in quotations along with all the required document must reach in the office of the sr. store officer on or before due date. The Envelope containing the quotation would please be sealed and super scribed as under:

ANNUAL RATE CONTRACT SUPPLY OF WATER TANKERS TO AIIMS MANGALAGIRI CAMPUS INCLUDING ALL TRANSPORTING CHARGES.

**ELIGIBILITY CRITERIA / PRE-REQUISITE FOR BIDDERS**

**EARNSET MONEY DEPOSIT :**

1. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 25,000/- by way of demand drafts or Bank Guarantee only. The demand drafts shall be drawn in favour of “AIIMS, Mangalagiri”. The demand drafts or Bank Guarantee for earnest money deposit must be submitted by post/special messenger to the ***Office of Sr. Store officer, 1st Floor, Government Siddhartha Medical College, Service Road, NH-16, Gunadala, VIJAYAWADA-520008, Andhra Pradesh*** on or before the closure of the Tender on-line submission date and time. 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. Bid(s) received without EMD will be rejected.
2. No bidder is exempted from EMD. Kindly note that MSME Act is not applicable to AIIMS Mangalagiri.
3. The tenders without EMD shall be summarily rejected.
4. Earnest money will be returned to unsuccessful bidders without interest after award of contract or letting aside the tender, as the case may be.
5. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

**EXPERIENCE AND TURN OVER :**

This Invitation for Bids is to reputed registered firms/Companies/Suppliers/Contractors in India capable of carrying out the subject work as per schedule and having one-year experience of similar works during the last 3 years and should have a minimum average turnover of Rs. 5 lakhs for last two financial Years. The bidder should have proper infrastructure to execute the said work at AIIMS Mangalagiri.

Any bidder who meets the Bid Evaluation Criteria (BEC) as per tender and wishes to quote against this tender may download the bidding document from AIIMS Mangalagiri website. ([www.aiimsmangalagiri.edu.in](http://www.aiimsmangalagiri.edu.in)) and submit the bid complete in all respect as per terms & conditions of bid on or before the due date.

**PERFORMANCE SECURITY DEPOSIT :**

The successful bidder will be required to deposit a Performance Security Deposit / Bank Guarantee for Rs. 1.00 lakh as security for due fulfilment of the contract. The Bank guarantee should be executed in the proforma in Annexure-I. It should be valid till the expiry of three months after the contract period. The bank guarantee must be submitted within 21 days from date of issue of work order. This security shall be liable to forfeiture in the event of any breach or non- observance of the terms of the contract by the contractor during the pendency of the contract. This shall be returned only after successful completion of contract.

Tender through Fax / Telex / Telegram / e-mail shall not be considered.

1. Bid Validity lesser than specified period intender
2. Non-acceptance of delivery period
3. Request for advance payment
4. Non acceptance of Guarantee /Warranty –*not applicable in this tender*.
5. Non-acceptance of PRS clause and Performance Bank Guarantee Clause of tender.
6. Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and Force Majeure Clause etc.
7. Any deviation to scope of supply, specification, etc.
8. Any other condition specifically mentioned in the tender documents elsewhere that non- compliance of the clause lead to rejection of the bid.

Bidder must submit the copy of Power of Attorney of the signatory to the Bidding Document**.**

The bid should be prepared by the “Sole Bidder” and should be sent to AIIMS Mangalagiri directly. AIIMS Mangalagiri reserves the right to reject offers made by intermediaries/ representatives.

Bidder must ensure submission of all forms & formats duly filled, signed & stamped along with their offer.

Bidders may depute their authorized representative to attend the bid opening. Bidders selected for opening of their priced bid shall be informed about the date and time of the price bid opening.

AIIMS Mangalagiri reserves the right to accept or reject any or all offers without assigning any reason, whatsoever. AIIMS Mangalagiri reserves the right to allow Purchase preference to as admissible under the prevailing policy.

Bids should be valid for 4 months from the bid due date.

**SPECIAL TERMS & CONDITIONS OF THIS TENDER**

SCOPE OF WORK :

Providing water tankers (minimum capacity of 12,000 liters) with driver and helper, **24 × 7 service**, filling the tankers using a hose from Mangalagiri Municipal water source and transporting to water reservoir of AIIMS Mangalagiri including **cost of fuel (diesel), required lubricants, driver and helper wages**, vehicle insurance, etc. for complete.

The number of trips would vary from time to time depending upon AIIMS Mangalagiri water requirements.

Based of water requirement, required number of water tankers are to be provided as directed by Officer-in-Charge.

Term & Conditions :

1. The water tankers intended to deploy for this contract should be in excellent running condition and complete with good seats, glasses, tyres & stepney and sufficient length of hose and should be provided with driver and helper round the clock (24×7) service. The tankers offered should be the contractor’s own vehicle/ Leased Vehicle on his name. The capacity of the tankers should be Minimum 12,000 litres. (12 KL capacity). The tankers should be suitable for transportation of drinking water only.
2. The contract would be valid for a period of Twelve months and may be extendable, if necessary with the same terms and conditions. AIIMS Mangalagiri has the sole right to terminate the contract within twelve months after giving prior notice of one month to the contractor. However, even within the one-year contract period, if the performance of the contract is found to be poor, like many breakdown /stoppages of the vehicle for any reasons whatsoever shall be attributable to the contractor. AIIMS Mangalagiri has the sole right to cancel the contract after giving prior notice of one month to the contractor.
3. The tankers should be available, round the clock, 24×7 as per requirement
4. The charges for the water tankers shall be paid on submission of contractor’s bill along with duly signed log book which shall be provided by AIIMS Mangalagiri. The successful bidder may claim his bills fortnightly/ monthly.
5. All the documents connected with the vehicle’s ‘C’ Book, Driver’s License etc. should be made available with the vehicle.
6. Driver/Helpers must be well behaved or shall be suitably substituted failing which contract shall be terminated without any prejudice.
7. No accommodation shall be provided for the personnel deployed for Water tankers and the contractor shall be responsible for the same.
8. Tenderers with valid address and telephone number(s) where they can be contacted in all duty hours shall only be considered. Tenderers without valid address and telephone numbers shall be rejected.
9. The water tankers are to be provided with required length of hose for filling and emptying of water.
10. The helper/ driver would fill the tankers from municipal water source of Mangalagiri Municipality and empty the tankers at AIIMS Mangalagiri reservoir by using hose.
11. Vehicle would be used for supply of water to the various sites in AIIMS Mangalagiri However, AIIMS Mangalagiri has the sole discretion to use the vehicle for campus and other areas as required by AIIMS Mangalagiri.
12. AIIMS Mangalagiri has the right to inspect the water tankers in detail before processing of the tender and if the quality is not found good, the tender would be rejected without assigning any reason whatsoever. AIIMS Mangalagiri is the sole authority to decide on the quality of the vehicle
13. Taxes & Insurance**:** Tenderer should consider all the applicable taxes including GST before quoting their rate. Rate should be quoted considering existing taxes applicable in such type of contract. However, any change in taxation with respect to existing rule, during currency of contract shall either be borne by AIIMS Mangalagiri or be returned to AIIMS Mangalagiri by contractor as the case may be. Insurance of the vehicle and their personnel shall be provided by successful tenderer at their own cost. The quoted rate (Fixed rate) must be firm throughout the period of contract
14. All valid RTO documents, necessary road permit and other documents as required related to commercial vehicles must be available with the contractor and the same should be furnished if required. In case the vehicle is held up by the police /RTO personnel for an offence against non-compliance of law, the responsibility shall be of the contractor. If the vehicle is held up by the police /RTO/any other agency & not being used for AIIMS Mangalagiri, penalty clause of this special conditions shall apply. Insurance means insurance for vehicle as well as drivers/helpers.
15. All the maintenance of water tankers will be borne by the contractor at their own expenses.
16. The Engine oil, lubricants as required are to be filled up by the contractor only at their own cost and no charges would be paid by AIIMS Mangalagiri.
17. The tankers shall be supplied with driver and helper, 24×7 service including diesel and other lubricants.
18. The number of trips would vary from time to time based on water requirements of AIIMS Mangalagiri.
19. Supplier shall supply number of tankers based upon water requirement of AIIMS Mangalagiri as directed by officer-In-charge.
20. Tenderer should quote per trip including diesel, driver, helper, lubricants and all other charges for complete.

**Note:** No escalation shall be payable against this work. Quoted rate for fixed cost shall be firm for entire period of contract or extended period if any.

1. The tankers must be available, 24×7 including Sundays an d holidays. There shall be no holiday for the water tankers.
2. The contractor shall arrange another water tanker in case repairs to existing water tanker with prior permission of the officer –in-charge.
3. The water tankers must be equipped with the following: -
   1. One main valve of suitable size and sufficient length of hose being used for water filling and emptying.
   2. One ladder suitable for climbing to open the man hole provided at the top of tank
4. The tankers are to be parked at designated area as directed by the officer – in- charge, at the risk of the contractor.
5. Identity card /Gate pass would be issued by AIIMS Mangalagiri/ Contractor as decided by competent authority to Driver, Helper of the vehicle for the purpose of water transportation.
6. The contractor should comply with provisions of Contract Labour Act (Regulation & Abolition) 1970 and central rules framed there under and minimum wages act 1948.
7. The contractor must ensure that the diesel is filled to the full tank capacity. The vehicle shall not be allowed to go out for filling of diesel during the water transport. No fuel or lubricants or any spares shall be provided by AIIMS Mangalagiri.
8. **PENALTY :** In case of any damages / breakdown, the alternate tanker shall be provided with in one hour. In case of non-availability of the tanker due to break down, absenteeism or for any other reason attributable to the contractor, a penalty at the rate of hourly rate, Rs.2,000 per hour shall be imposed. If suitable substitute is not provided within an hour, apart from reducing the non-availability period, the charges as incurred for arranging alternative arrangement as decided by the competent authority shall be recovered from the due payment.
9. The Tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal handling of water, and all other matters which can be of, in any way affect the work the cost thereof under the contract.
10. The contractor has to follow strictly the Government Labour Acts, which are and will be in force during the period of execution of work. All necessary arrangements for Labourer’s Security will have to be made by the contractor at his own cost.
11. GST or any other taxes statutorily applicable as per rules shall be recovered at source on gross value of the work executed and balance amount on this account shall be deposited by the contractor directly to Sales Tax authority.
12. In case of stoppage of work by local people/Bandh or any other reasons, no idle charges will be paid by AIIMS MANGALAGIRI towards Labour, Plant and Machinery etc. to the contractor for this work.
13. Unless specifically mentioned otherwise in the contract, the tenderer shall quote for the complete cost towards labour, materials, all taxes, transport, repairs, rectification, maintenance, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the contract according to contract.
14. All the labour rules shall be followed strictly as per Contract Labour (Regulation & Abolition) Act, 1970. All registers, forms stipulated under minimum wages Act should be maintained by the contractor and to be furnished to the corporation before commencement of the work. In case of non-submission of above registers/forms to the corporation regularly, contractor will not be allowed to continue to do the work. In the event of the breach of aforesaid conditions, the contractor shall be open for action as deemed fit by the concerned labour authorities of the State/Central Government.
15. In case payment of laborers engaged for this work, has not been made on stipulated payment day, Corporation shall compel the contractor to stop the work and necessary action will be taken.
16. Contractors shall strictly abide by the security rules and regulations enforced by the owner time to time. The contractor shall provide proper identity cards, badges etc. to his employees wherever directed by the officer-in-charge.
17. **MEDICAL CARE :** The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees. Necessary arrangement for this purpose shall be made by the contractor in the vehicle. In serious cases, medical facilities of AIIMS Mangalagiri may be available on chargeable basis to the contractor.
18. The ‘vehicle’ or ‘tanker’ wherever appears in the contract shall mean “Water tanker (of minimum 12 KL capacity)” to be deployed at site for the contract.
19. The contractor has to follow strictly the Government Labour Acts, which are and will be in force during the period of execution of work. All necessary arrangements for Labourer’s Security will have to be made by the contractor at his own cost. Contractor has to follow EPF & MP act 1952.
20. Payments would be released by NEFT/RTGS/ e-payment.

**INSTRUCTIONS TO BIDDERS (ITB)**

1. **Eligible Bidders**
   1. Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to bind the bidder.
   2. This Invitation for Bids is open to pre-qualified bidders as well as other bidders who meet BEC.
   3. Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
   4. The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
   5. The bidder is not put on black listed by any Government Department/ Public Sector Company.
2. **Language of Bid**

The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

1. **Period of Validity of Bids**
   1. The bid shall remain valid for acceptance for four (4) months from the bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.
   2. In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post /e-mail).
2. **Amendment of Bidding Documents**
   1. At any time prior to the bid due date, the AIIMS Mangalagiri may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
   2. Any addendum thus issued shall be part of the Bidding Documents pursuant and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.
   3. AIIMS Mangalagiri may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.
3. **Late Bids**

Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected and returned unopened to the bidder.

1. **Purchase Preference**

Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue, if applicable.

1. **Award Criteria**

Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1. **PURCHASER’s Right to Vary Quantities at Time of Award**

PURCHASER reserves the right at the time of award of ORDER to increase or decrease the quantity of MATERIAL specified in the Material Requisition, without any change in unit price or other terms and conditions.

1. **PURCHASER’s Right to Accept Any Bid and to reject Any or All Bids**

AIIMS Mangalagiri reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER’SACTION.

1. **Acceptance of Purchase Order**

AIIMS Mangalagiri will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to AIIMS Mangalagiri

1. **Inspection, Testing &Expediting:**

Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the good’s final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee’s premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 15 days and in the case of dangerous/infested and perishable materials within 24 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier’s risk and cost. The consignee will also intimate the concerned paying authority, quantity of the materials rejected so as to recover the freight charges from the supplier

1. **Payment terms:**

After receipt and acceptance of material by AIIMS Mangalagiri, supplier shall submit bills. 100% Payment will be released normally in 30 days after submission of bills through e-banking.

1. **Corrupt or Fraudulent Practices**

AIIMS Mangalagiri requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

defines, for the purposes of this provision, the terms set forth below as follows:

* 1. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  2. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

**AIIMS TERMS AND CONDITIONS**

1. The Bidder should be registered with appropriate tax authorities such as Income Tax, GST etc. and should submit valid certificates of registration with these authorities.
2. The bidder shall be an Income Tax registered entity operating in India for a minimum period of 1 years.
3. The agency should not have been blacklisted/debarred by central / state government departments /undertakings.
4. At any time before the submission of bids, AIIMS, MANGALAGIRI may amend the tender by issuing an addendum in writing or by standard electronic means.
5. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
6. Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
7. If confidential inquiry reveals facts contrary to the information provided by the bidder.
8. If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
9. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents.
10. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
11. The bidder is required to fill up the entire format as provided in the relevant Annexures of the tender document.
12. At any time prior to the deadline for submission of bids, the AIIMS, Mangalagiri may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment.
13. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
14. The duly filled in tender should be submitted in sealed cover ne in the prescribed with all supporting documents.
15. Prices shall be quoted in Indian Rupees only.
16. **Opening and Evaluation of Bids:**
17. The AIIMS Mangalagiri will open all bids on the appointed date and time.
18. Any effort by a Bidder to influence the AIIMS Mangalagiri in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
19. Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.
20. The AIIMS Mangalagiri will award the contract to the Bidder whose bid has been determined to conform to technical parameters of the specific scope of work and one who has offered most competitive rates.
21. The AIIMS Mangalagiri reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the AIIMS Mangalagiri action.
22. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by proprietor/owner or authorized representative.
23. It will be the sole responsibility of the bidder alone to execute the entire contract on its award. No subcontracting, in any form will be permitted.
24. The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filing the tender and for entering into a contract for the execution of the same and acquaint himself with all local laws, regulations and practice.
25. The Courts of India at Vijayawada/Guntur will have exclusive jurisdiction to determine any proceeding in relation to this contract.
26. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

**GENERAL TERMS AND CONDITIONS**

1. Conditional Bids shall not be accepted.
2. The period of contract arrangement shall be for one year from the date of contract commencement. AIIMS MANGALAGIRI may terminate the contract at any given time if any serious lapse in performance is noticed during the course of contract.
3. The rates to be approved in the tender shall be valid for the whole of the period of the contract and no enhancement in rates will be allowed for any reason whatsoever, during the contract period of one year.
4. Tender should be for “All Inclusive Basis”
5. Once the tender is accepted and the contract is finalized, the contractor will be expected to keep in touch with the AIIMS MANGALAGIRI for further orders throughout the period of the contract and comply promptly.
6. The tender is liable to be disqualified in case of any one or more of the following:
7. Non- submission in accordance with terms and conditions of the Tender Form.
8. During validity of the quotation period the tenderer increases his quoted prices.
9. The tenderer qualifies the Tender with his own conditions.
10. Receipt of incomplete form including rate schedule.
11. Receipt after due date and time.
12. Having not submitted Earnest Money Deposit in the form of pay Order/Demand Draft/Cheque and Bank Guarantee.
13. Information submitted in Technical bid is found to be incorrect or false any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract.
14. Awardee of the contract qualifies the letter of acceptance of the contract with his own conditions.
15. The bidder is found to be in arrears or default with regard to payment of dues to any concerned local Government agencies.
16. Multiple bids being submitted by one party or of common interest are found in two or more tenderers, the parties are liable to be disqualified.
17. While processing the tender documents, if it comes to the knowledge of the AIIMS, MANGALAGIRI that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the tenders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
18. The bidder is found to have negative net worth on the basis of the audited Balance Sheet/Profit &Loss a/c in any year during the last three years submitted with the tender.
19. Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
20. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
21. If confidential inquiry reveals facts contrary to the information provided by the bidder.

**Note:** The list given above is indicative and not exhaustive, decision of AIIMS MANGALAGIRI in this respect shall be binding and no representation shall be entertained in this respect.

1. The AIIMS Mangalagiri does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all tenders without assigning any reason, whatsoever.
2. Any change in the constitution of the concern of the Contractor shall be notified forthwith by the Contractor in writing to the AIIMS Mangalagiri and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Contractor in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.
3. The normal payment terms are after 30 days of submission of correct bill.
4. At any time before the submission of bids, AIIMS, MANGALAGIRI, may amend the tender by issuing an addendum by standard electronic means and shall be displayed on the AIIMS, MANGALAGIRI website. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by the AIIMS, MANGALAGIRI.
5. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of any such instance, their bid (s) is/are liable to be rejected. Bidding though consortium is not allowed.
6. The Director, AIIMS Mangalagiri reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Director, AIIMS Mangalagiri shall be final. The work can be awarded to one or more agencies if need arises.

**FINAL DECISION-MAKING AUTHORITY**

The Director, AIIMS, Mangalagiri reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the AIIMS, Mangalagiri to the Bidder(s).

**AMENDMENT OF TENDER /SUBMISSION OF MULTIPLE BIDS**

Before the closing date and time for submission of bid, the AIIMS Mangalagiri, at its discretion, may modify the tender document by issuing addendum/corrigendum.

Any addendum/corrigendum thus issued would be a part of the tender document and shall be uploaded on the AIIMS MANGALAGIRI Website “ [www.aiimsmangalagiri.edu.in](http://www.aiimsmangalagiri.edu.in) “

Tenderer shall neither change nor modify the submitted bidding documents by any amendments nor submit more than one tender during the validity of the tender due date including extensions period of tender due date.

**ACCEPTANCE OF OFFER**

AIIMS Mangalagiri reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

**STANDARD OF PERFORMANCE**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the AIIMS Mangalagiri. The Bidder shall always support and safeguard the legitimate interests of the AIIMS Mangalagiri in any dealings with the third party. The bidder shall be liable to pay to the AIIMS Mangalagiri for any financial losses by way of act by the bidder.

**ACKNOWLEDGEMENT**

The Contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which supply of diesel including transportation at AIIMS, Mangalagiri Permanent campus is to be done as per the terms, clauses and conditions, specifications and other details of the contract. The Contractor shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract or to evading any of his obligations under the contract.

***U N D E R T A K I N G***

I/We have read and understood all the terms and condition of all sections of the bid document. I/we hereby quote for supply of diesel including transportation at AIIMS, Mangalagiri Permanent campus as per scope of work specified in the bid document and as set forth in the terms and conditions of the contract, which will be binding upon me/us in the event of the acceptance of my/our tender.

Should I/ we fail to execute an agreement embodying the said conditions and deposit within 15 days of the acceptance of my/ our bid I may be penalized at the discretion of AIIMS, Mangalagiri.

**Read and accepted.**

Signature and stamp of the Bidder

or Authorized signature

**TECHNICAL SPECIFICATIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Name of the firm/company/supplier of the tenderer | : |  |
| 2 | Name of the person, address and Phone No. of the dealing with this work. | : |  |
| 3 | Details of registration of vehicles intended to supply under this service. | : |  |
| 4 | Year of manufacturing of the vehicles | : |  |
| 5 | Are the tankers offered to AIIMS Mangalagiri owned by firm/ supplier (YES/NO) | : |  |
| 6 | If No, Whether the firm / supplier have leased tankers on the name of firm/supplier (YES/NO) | : |  |
| 7 | If Yes, Enclose the documentary evidence of ownership of the vehicle / leased tankers | : |  |
| 8 | How many such vehicles are given on hire and to whom ? Mention their full address with Telephone Numbers and persons whom to contact. | : |  |
| a. |
| b. |
| 9 | Experience in years in providing vehicles on hire | : |  |
| 10 | Previous experience of business with AIIMS Mangalagiri, if any | : |  |
| 11 | Any deviation from the general conditions may be mentioned here. AIIMS Mangalagiri has the authority to accept or reject the deviations | : |  |

I agree to the terms and conditions of Tender documents against

Signature with Seal

**ANNEXURE - I**

**BANK GUARANTEE**

**(Preferably local Bank)**

To

The Director,

AIIMS Mangalagiri.

WHEREAS……………………………………………………………………………

(Name and address of the Contractor) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no. …………………………………………………... dated …………. to perform the work) (herein after called “the Hire contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of …………………………………………………….

…………………………………………………… (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without avail or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ……………. day of……., 2020

………………………………

(Signature of the authorized officer of the Bank)

………………………………………………

Name and designation of the officer

……………………………………………

Seal, name & address of the Bank and address of the Branch

(Bank’s common seal)

Date:

**ANNEXURE-II**

**TECHNICAL BID (Part – 1)**

Documents/Details to be submitted:

| **S.No.** | **Particulars** | **To be filled by the Tenderer (give details with proof)** |
| --- | --- | --- |
| 1. | Name and address of bidder: |  |
| 2 | Name of the Head of the  Organization/Firm / Managing Director |  |
| 3 | Telephone No./Fax No./Email address: |  |
| 4 | Legal Status (Attach copies of original document defining the legal status/ undertaking on original letter head)   1. Public Ltd./Govt. /PSU : 2. Pvt. Ltd : 3. Firm /Private Society/Trust : 4. Partnership : 5. Sole Proprietorship/Single Person.: |  |
| 5 | Year of Establishment |  |
| 6 | Activities/ Services Offered |  |
| 7 | Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy).   1. Registration Number: 2. Organization/Place of registration: 3. Date of validity : |  |
| 8 | PAN (to be enclosed copy) |  |
| 9 | Were you or your company/ organization ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work. |  |
| 10 | Have you or your constituent partner(s) ever left the work awarded to you incomplete ? If so, give name of the project and reason for not completing the work. |  |
| 11 | Financial information of the bidder | Annexure ‘II Technical bid (part-2)’ |
| 12 | Undertaking regarding Blacklisting/debarment Status of Bidder | Annexure ‘IV’ |

**TECHNICAL BID -(PART-2)**

Please respond in Yes or No **:** In case you do not fulfil any of the conditions, please specify :

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Item** | **Say**  **Yes/ No** |
| 1. | Registration: The bidder should be Income tax filer and should be registered with GST Department  (if applicable) |  |
| 2. | Earnest Money Deposit of Rs. 25,000 |  |

**FINANCIAL INFORMATION OF THE BIDDER**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Details** | **(1)**  **2018-19** | **(2)**  **2019-20** |
| 1 | Turnover: The bidder should have minimum average turnover of Rs. 5 lakhs in the Financial Year 2018-19 and 2019-20. |  |  |
| 2 | Profit/Loss |  |  |

(Enclose audited final accounts/ Provisional accounts)

Note: Attach additional sheets, if necessary.

Date:

(Signature of the Bidder with Seal)

**ANNEXURE – III**

**PRICE BID**

Name of work: **Annual Rate Contract for Supply of Water Tankers to AIIMS Mangalagiri Campus including all Transporting Charges**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No** | **Description of work** | **Amount (in Rs.** | **Unit** | **GST**  **Amount (in Rs.)** |
| 1. | Providing water tankers (minimum capacity of 12,000 liters) with driver and helper, **24 × 7 service**, filling the tankers using a hose from Mangalagiri Municipal water source and transporting to water reservoir of AIIMS Mangalagiri of approximate one side distance of 6 KM and emptying the tanker using hose including **cost of fuel (diesel), required lubricants, driver and helper wages**, vehicle insurance, etc. for complete.  The number of trips would vary from time to time depending upon AIIMS Mangalagiri requirements as directed by Officer-in-Charge.  Based of water requirement, required number of water tankers are to be provided as directed by Officer-in-Charge. |  | **Per one Trip** |  |
|  | **Note:**  **\*** One trip means filling water tankers with hose, transporting water from Mangalagiri  Municipal water source to water reservoir of AIIMS Mangalagiri and emptying tankers and returning to water source.    **\*** One trip is taken covering 12 KM (to and fro distance). Each trip will be recorded in  AIIMS Mangalagiri Register with date and time by authorized staff of AIIMS  Mangalagiri. The number of tankers required is based on quantity of water required to be transported per day. | | | |

Seal of the Bidder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE - IV**

**Affidavit regarding De-Barred/Blacklisting Status of the bidder**

**during FY 2017-18; 2018-19; 2019-20 till date**

**(On Letter Head of Organization)**

I/We, M/s ………………………………………………… (Sole Applicant/Lead Member

/Member / affiliate), ( the names and addresses of the registered office) hereby certify and confirm that in the last three years we or any of our promoter(s)/director(s) are during **FY 2016-17; 2017-18; 2018-19; " 2019-20** till date neither de-barred/blacklisted by Central Government/State Government/ PSU/Supreme Court/High Court of any State/District Court of any State from participating in Project/s. either individually or as member of Consortium nor any proceeding thereof are under process against us or any of our promoter(s)/director(s)

as on the

……………………………………………………………. (Date of Signing of Application).

We further certify and confirm that there is no pending litigation against any Central

Government/State Government/PSU in last three years.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amount paid (including bank guarantee) shall stand forfeited without any further intimation.

Dated this ………………………………………… Day of ……………………………2020

Name of the Applicant: ………………………………………….

Signature of the Authorized Person: ………………………………………

Name of the Authorized Person: …………………………………………………