



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, Deoghar

Tender NO. AIIMS/DEO/HIRING OF VEHICLE/2023-24/13

Email Id- procurement@aiimsdeoghar.edu.in

BID DOCUMENTS

Bid for providing services of Hired Commercial vehicles in AIIMS, Deoghar Jharkhand.

Price of bid documents: Rs 1500/-

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGHAR

Devipur , Deoghar 814152

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SECTION-I

NOTICE INVITING BID

All India Institute of Medical Sciences, Deoghar Invites bids from reputed, experienced and financially sound Companies/Firms/Agencies/Individuals for supplying of **commercial registered vehicle** on hire basis for one year. The brief requirements are as mentioned below:-

Make of the Car	Rates per vehicle for 1500 km per month & 12 working hours per day	Rates per day (10 hrs/150 km)	Rates per (6hrs\100 kms)
1) Innova Crysta			
2) Honda City			
3) TATA Indigo			
4) Maruti Ertiga			
5) Maruti D'zire			
6) Scorpio			
7) Van (30+2 Seater)			
8)Any other comparable vehicle (to be specified by bidder & accepted as comparable by the Institute)			

Note:

- i) Hiring of 2019 or later vehicles will be (BS-VI) on monthly basis for one year ; likely to be extended subject to satisfactory performance for another one year on same terms and condition.
- ii) The bidder should submit DD for Rs. 60000/- for the EMD. The DD has to be submitted offline before 17:00 hrs on 26/05/2023 and scanned copy of DD to be uploaded online.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGAR

TENDER NOTICE

TENDER NO.: AIIMS/DEO/HIRING OF VEHICLE/2023-24/13

All India Institutes of Medical Sciences Deoghar invites quotations in sealed covers under two bid systems at AIIMS, Deoghar latest by 05.00 p.m. of 26/05/2023 for hiring of the following vehicle:

Sl. No.	Type of Vehicles	Quantity	Estimated Cost (In Rupees)	Earnest money /Bid Security	Remarks
1 2 3	As per the details mentioned in section –I	As per the requirement of AIIMS Deoghar	Twenty Five Lakhs only	60,000/-	Hiring of 2019 or later vehicles (BS-VI) on monthly basis for one year ; likely to be extended subject to satisfactory performance for another one year on same terms and condition.

Note: The tenderer should submit DD for Rs.60000/-for the above EMD. The DD has to be submitted in favor of AIIMS Deoghar payable at Deoghar off line before 17:00 hrs on **26/05/2023** and scanned copy of DD to be uploaded online.

Important Information

1. Bid document can be downloaded from the website www.aiimsdeoghar.edu.in or the E Procurement portal <http://eprocure.gov.in/eprocure/app> by using bidder login credentials. The downloaded document shall be treated as valid document for participation in the bid. However, the cost of the bid document (i.e. Rs.1500/- in the form of DD drawn in favor of AIIMS Deoghar payable at Deoghar has to be submitted off line before 17:00 hrs on **26/05/2023**and scanned copy of DD to be uploaded online. **If tampering of any clause of the bid document is found in the submitted bid document, it will be summarily rejected and EMD amount shall be forfeited**

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGHAR
TENDER NO.: AIIMS/DEO/HIRING OF VEHICLE/2023-24/13

2. Schedule

Date of issue of Bid Document	Bidder can download the Bid Document from website aiimsdeoghar.edu or the cpp portal portal by using Bidder login credentials.
Online tender published date	29/04/2023
Bid Document Download start Date	29/04/2023
Bid Document Download / Sale End Date	26/05/2023
Online Bid submission end Date	26/05/2023
Online Bid opening date	27/05/2023
Validity of Bid	180 days after bid opening
Date of pre bid meeting	11/05/2023 at 11:00 am AIIMS Deoghar
clarification end date	11/05/2023 at 05: 00 pm

3. Accessibility of Tender Document: Tender document can be obtained by downloading it from the website <http://www.eprocure.gov.in> or www.aiimsdeoghar.edu.in.

4. Submission of Bids: The bid along with the necessary documents should be uploaded in the e-procure.gov.in portal as per guidelines mentioned in the portal. Bid has to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e. (i) Qualification bid and (ii) Financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the bid documents. **Bid sent by any other mode will not be accepted.** The list of documents to be submitted along with qualification bid and financial bid are detailed in Section- IX of the Bid Document.

5. AIIMS, Deoghar reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to reject any or all bids without assigning any reason. The decision of the Executive Director and CEO in this regard shall be final and binding on all.

6. The aforesaid DDs/Pay orders towards cost for Bid Document and EMD should be submitted offline to the bid inviting authority i.e. AIIMS, Deoghar, on or before 17:00 hrs on 26/05/2023 and the scanned copy to be uploaded online on or before 17:00 hrs on 26/05/2023. The DD towards the cost of Bid Document and that towards the Earnest Money Deposit should bear the date after the date of issue of Notice inviting bid.

7. If the bid opening date is declared a holiday by Government of India due to any reason, then the bid shall be opened on next working day at the same time.

8. Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited. The bids submitted by such persons who resort to canvassing will be liable to be rejected.

9. Other details are available in Bid document.

F/I Tender
AIIMS Deoghar

SECTION-II

BIDFORM

**To,
The Executive Director
AIIMS, Deoghar
Devipur, Deoghar-814152
Jharkhand**

Dear Sir,

- 1 Having read the terms & conditions mentioned in the bid document, including addenda's (the receipt of which have been duly acknowledged), we offer to supply commercial registered vehicles in conformity with the terms & conditions of bid document for the sum shown in the schedule of prices.
- 2 We agree to abide by this Bid for a period up to ----- --.
- 3 If our Bid is accepted, we will obtain and submit performance security deposit in the form of Demand Draft drawn /PBG in favor of AIIMS, Deoghar payable at Patna for a sum equivalent to 3% of the contact value estimated cost for due performance of the Contract/agreement.
- 4 We undertake to enter into contract/Agreement within 15 days of being called upon to do so and shall bear all expenses connected therewith including charges for stamp etc.
- 5 Until an agreement is signed and executed, this Bid shall constitute a binding contract between us and you.
- 6 We understand that you are not bound to accept the lowest or any bid, you may receive.

Signed in the capacity of duly authorized to sign the bid for and on behalf of -----

.....

Address

Dated this day of 2023 .

Witness

Address of witness

Signature

SECTION III

INSTRUCTION TO BIDDERS

1. DEFINITIONS:

- (a) **“Department”** means AIIMS, Deoghar
- (b) **“The Bidder”** means the individual/ firm/Company/Agency who participates in the bid.
- (c) **“The Supplier”** means the individual or the firm supplying the goods/services under the contract/agreement.
- (d) **“The Goods/Services”** means all the equipment, instrument and/or other materials or services which the Supplier is required to supply under the contract/agreement.
- (e) **“The Advance Supply Order”** means the intention to place the supply Order on the supplier.
- (f) **“The Supply Order”** means the order of supply of materials/services placed (including all attachments and appendices and all documents incorporated by reference therein) on the supplier. The supply order shall be deemed as **“Contract”** appearing in the document.
- (g) **“The Contract Price”** means the price payable to the Supplier under the supply order for the full and proper performance of its contractual obligations.
- (h) **“NIB”** means **Notice inviting Bid**

2 Vehicle

- i) The bidder may own at least two vehicles in his own name.
- ii) Registration of vehicles should be of calendar year **2019** or later.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. Department will in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

- 4. The bidder is requested to go through all instructions, forms, terms and conditions mentioned in the Bid document and he should put his signature with seal on each page of bid document. Failure to furnish any information required as per Bid document or submission of the bids not substantially responsive to the Bid document in any respect will be at the bidder's risk and may result in rejection of the Bid.

5. Documents Required

Following documents must be submitted for establishing Bidder's Eligibility along with the bid document

- i. Copy of PAN Card.
- ii. Copy of the IT return of last three financial years (i.e. Financial Year 2019-20, 2020-21 and Financial Year 2021-22)
- iii. Original "Copy of Authorization letter" in case person other than the bidder has signed the bid document.
- iv. Copies of documents of registration/ incorporation of the firm issued by the competent authority as required by law (if bidder is other than Individual).
- v. **Declaration as per Annexure I, Annexure II, Annexure III and Annexure IV.**
- vi. Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be in case of joint venture or in case the bid is being submitted by the proprietor, it should be clearly indicated.
- vii. Copy of GST Registration Certificate.
- viii. Experience certificate of minimum period of 3 years for similar type of contract of supplying commercial vehicles /cars to Govt. organization or any large organization of repute.
- ix. Proof related to ownership and registration, insurance and commercial tax receipt of at least two vehicles.

6. Clarification in respect of bid document:

- i) The Executive Director may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, issue clarification memo in respect of the bid documents till ten days prior to the date of submission of bid. However the clarifications can also be asked after opening of the bid if required.
- ii) The clarifications, if any, shall be notified through the website www.aiimsdeoghar.edu.in and CPP portal <http://eprocure.gov.in/eprocure/app> these shall be binding on all prospective bidders. The prospective bidders are requested to check the website regularly for such clarifications, if any, before uploading their bid on the E Procurement portal.

7 Bid Price.

- The bidder shall quote the total composite price/rate inclusive of levies, duties, charges, surcharges, taxes, etc. as applicable for vehicles.
 - The price/rate quoted by the bidder shall remain firm during entire period of bid process till a negotiation (if required) is made or contract/agreement is signed. It shall not be subject to variation on any account. **Any conditional bid will be summarily rejected.** A BID submitted with an adjustable price quotation will also be treated as non-responsive and rejected.

- 8 **Bid Document Fee** :DD of an amount of Rs.1500/-(Rupees Five Hundred only) (non-refundable) from Nationalized / Scheduled bank drawn in favor of AIIMS, Deoghar and payable at Patna has to be submitted offline (Scanned copy of DD to be uploaded online) towards tender document fee failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

11. **Earnest Money Deposit/ Performance Security Deposit.**

Earnest Money deposit: DD for an amount of Rs.60000/- (Rupees Sixty Thousands Only) from Nationalized / Scheduled bank drawn in favor of AIIMS, Deoghar and payable at Patna has to be submitted offline (Scanned copy of DD to be uploaded online) towards EMD failing which the tender/bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Demand Draft submitted.

In case of the successful bidder, the Earnest Money will be converted into performance security deposit. Further, the successful bidder will be required to deposit such additional amount so that total Performance Security Deposit becomes equal to 3% of contract value. Such additional amount must be submitted by successful bidder before entering into agreement. However successful bidder may submit 3% of performance security in the form of PBG and he will be entitled for taking refund of EMD/ Bid security deposited. The successful bidder will be required to submit the additional amount of Performance Security as demanded by the department if contract is extended for further one year. The EMD of the unsuccessful bidders will be refunded/returned without any interest after final decision of the bid.

No Interest shall be payable on the Earnest Money deposit/Performance Security Deposit by the department to the bidders.

The EMD may be for forfeited:-

- a) if any bidder withdraws his bid on or before validity period or,
- b) If tampering of any clause of the bid document is observed.

if the successful bidder:

- i) Fails to enter into agreement in accordance with terms and condition of the bid documents within the stipulated time.
- ii) Fails to furnish performance security deposit in accordance with terms and conditions of the bid documents within the stipulated time.

12. The over writing/ erasing in the bid made by the bidder shall be signed with date by the person signing the bid.

13. **PREPARATION & SUBMISSION OF BIDS**

Preparation and Submission of Bids:

The bid should be submitted/ uploaded on line in two parts namely:

- i) **Qualification Bid** and
- ii) **Financial Bid** (in the format given in Section XI).

Qualification/Technical Bid:

The qualification bid should be uploaded along with scanned copy of Account Payee Demand Drafts for **Rs. 60000/- and Rs.1500/-** in favor of AIIMS, Deoghar payable at Patna and also requisite documents as per Annexure-IX. The scanned copy of DDs for EMD, Bid Document fee is required to be uploaded by the Bidder at the place indicated as Cover No.1. Scanned copy of all the documents as mentioned at Section IX and scanned copy of qualification bid duly filled and signed on each page are required to be uploaded by the Bidder at the place indicated as Cover No. 2 while uploading the documents on e-procurement website. No indication of the Prices shall be made in the Qualification Bid. All pages of original bid shall be signed by the person or persons signing the bid.

Financial Bid:

The bidder shall quote the price in the format enclosed at pages 35 & 37, of Section XI (Schedule of Hire Charges- (BoQ 1) and fill up the relevant parts accordingly and filled BoQ are required to be uploaded by the Bidder at the place indicated as Cover No. 3 of the financial bid while uploading the documents on e-procurement website.

The Bid with conditions other than those specified in the Bid document will be liable to be summarily rejected. No modification by the bidder in any of the conditions of bid document will be permitted.

Each page of the Bid shall be signed either by the bidder himself or by a person duly authorized by the bidder (to sign the bid). The letter of authorization must be submitted in original along-with the bid.

14. Bid opening

- a) Bids shall be opened in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the representatives of bidders before they are allowed to participate in bid opening (Format is given in Annexure II of section VII).
- b) The Bidder's name, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate, will be announced at the time of opening.
- c) The Financial Bid shall be opened after qualification bid evaluation. The Financial Bid of those bidders who are found qualified in Qualification bid, shall be opened. The date of opening of financial bid will be intimated to all qualified bidders after evaluation of qualification bid.

15. Evaluation

- a) AIIMS, Deoghar shall evaluate the bids to determine the eligibility: whether they are complete; whether any computational errors have been made; whether documents have been properly signed, whether bids are generally in order and whether all documents required in Section-IX have been submitted. No post bid clarification at the initiative of the bidders shall be entertained.
- b) If there is discrepancy between words and figures, the amount in words shall prevail prior to detailed evaluation; The AIIMS, Deoghar shall determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without any deviation.
- c) The AIIMS, Deoghar shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price/rate of the services offered as indicated in the rate schedule in financial bid of the bid document.
- d) L1 will be decided on monthly rental charges quoted for all (Sl. No. 1 to Sl. No. 7) categories of vehicles **1500 KM & 12 working hours per day. For deciding the L-1, average of all the categories of vehicles (Sl. No. 1 to Sl. No. 7) will be calculated and on that basis it will be decided.** However, the **rate for additional kilometer/ Rates per day (10 hrs/150 km)/ Rates per (6hrs\100 kms)** will be awarded to the L1 bidder on the basis of lowest rate quoted by all bidders in that category of vehicle.

16. Award of Contract:

Department shall place Approval letter to lowest bidder. Such bidders shall, within 15 days of issue of Approval letter, give his acceptance along with performance security deposit. **AIIMS, Deoghar has right to give order of vehicle in phase manner as per requirement.**

17. Right to vary quantity

The Department reserves the right to increase or decrease the required number of vehicles without any change in hiring charges of the offered quantity and other terms and conditions

18. Signing of Contract/Agreement

Signing of Agreement by the successful bidder shall constitute the award of hiring contract to the successful bidder.

19. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/Performance Security Deposit. In such a case, the Department may make the award to any other bidder at its discretion or call for New Bid/Tender.

20. Period of validity of bids

- (i) The bid shall remain valid up to six month from opening of bid. A bid valid for a shorter period shall be rejected by the AIIMS, Deoghar as non-responsive.

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SECTION IV

GENERAL (COMMERCIAL) CONDITIONS

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIB unless otherwise agreed by the Department.

2. Performance Security Deposit

The successful bidder shall be required to deposit an amount equal to 3% of the contract value as performance Security Deposit before entering into Agreement with the Department. Performance Security Deposit will be discharged after completion of supplier's performance obligations under the contract/agreement. If the supplier fails or neglects any of his obligations under the contract/agreement, it shall be lawful for the department to forfeit either whole or any part of performance security deposit.

3. EXECUTION TIME LIMIT

The time period as stipulated in the contract/agreement or Supply Order shall be deemed to be time limit for execution.

4. PAYMENT TERMS

Monthly bills in respect of vehicles engaged on monthly or casual basis shall be submitted in duplicate to the authority specified in the contract/ agreement along with completed log books signed by the user, photocopy of valid pollution control certificate, and fitness certificate of the vehicle during next month for the payment. The supplier shall endorse a certificate to the effect that all the statutory obligations such as Tax etc. have been complied by him with bills for payment. Logbook to be maintained for every vehicle supplied which will be checked from time to time. It should be ensured that there is no overwriting in log books. In no case, log book without signatures will be accepted for the payment and if it is found so, the amount will be disallowed. In case vehicle engaged on monthly basis is to be discontinued during the month, bill will be paid on proportionate basis as per terms and conditions of contract/Agreement. TDS/GST applicable will be deducted from the payable amount of the bill.

Total kilometer run of all vehicles running on monthly basis will be calculated every month and if it is less than (1500 X Numbers of vehicle) kilometer, only monthly fixed charges will be paid. If total kilometer exceeds (1500 X Numbers of vehicle) kilometer, payment of extra kilometer will be made as per quoted rate. Overtime charges will be paid (for running of vehicle beyond 300 Hrs in a month) for each vehicle. The bill amount should show GST components separately (CGST & SGST).

5. Termination of Contract

The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part,

- a. if the supplier fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract/agreement, or,
- b. if the supplier fails to perform any other obligation (s) under the contract/agreement, or,
- c. if any of the documents furnished by supplier is found to be false at any stage, it would be deemed to be a breach of terms of contract/agreement, making the supplier liable for legal action besides termination of contract.

6. Termination for insolvency

The Department may by giving written notice and without compensation to the supplier, terminate the contract/agreement, if the supplier becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. Force Majeure

If, during the continuance of the contract/agreement, the performance (in whole or in part by either party) in respect of any obligation under this contract/agreement, is prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) and notice of such happenings is given by the affected party to the other within 21 days from the date of occurrence, neither party shall by reason of such event be entitled to terminate this contract/agreement, nor any party shall have any claim for damages against the other in respect of poor/inadequate performance or delay in performance under the contract/agreement. The supply shall be resumed as soon as practicable after such event and the decision of the Department as to whether the supplies have been so resumed or not, shall be final and binding. Provided further that if the performance in whole or part of any obligation under this contract/agreement is prevented or delayed due to any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract/agreement.

8. Arbitration

In the event of any question, dispute or difference arising under the agreement or in connection therewith (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the AIIMS, Deoghar. In case his designation is changed or his office is abolished, then the sole arbitration shall rest with the office entrusted with the function of the AIIMS, Deoghar or by whatever designation such officers may be called (hereinafter referred to as the said officer). However, if the AIIMS, Deoghar or the said officer is unable or unwilling to act as arbitrator, then the sole arbitration shall rest with such other person as appointed by the AIIMS, Deoghar the said officer. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. The venue of the arbitration proceeding shall be Office of AIIMS, Deoghar or such other place as the arbitrator may decide.

9. Set Off

Any sum of money due and payable to the supplier (including performance security deposit refundable to him) under this contract may be appropriated by the Department and set off the same against any claim of AIIMS, Deoghar for payment of a sum of money arising out

of this contract/agreement, or under any other contract/agreement, made by the supplier with AIIMS, Deoghar.

10 Counter Offer to Bidder

The Department reserves right to counter offer price against price quoted by the bidder for hiring charges of vehicle in section XI of financial bid.

11. Alteration in Bid Document by Bidder

If during the process of Bid/Tender finalization, it is detected that the bidder has submitted bid documents after making some changes / additions / deletions in the bid documents downloaded from the Web site, the offer may be rejected and the EMD of the bidder may be forfeited in addition to any other action taken as per prevalent rules.

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SECTION V

SPECIAL CONDITIONS

1. These special conditions shall supplement the instruction to the Bidders as contained in section III and general (commercial) conditions as contained in section IV. However, if, by chance, it is detected that there is a conflict between provisions of this section and provisions of section III and section IV, the provisions of this section shall prevail over those in section III and section IV.
2. The Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract/agreement entered into with any AIIMS or central government institution or its any unit.
3. The Department reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honor his bid/ contract obligation without sufficient reason.
4. The liability under relevant sections of Motor Vehicle Act, 1968 and IPC causing death or permanent disability with the vehicle supplied lies with the supplier. The hiring authority shall have no responsibility of whatsoever and shall not entertain any claim in this regard. Department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the contractor. The driver as well as contractor shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which departments would not be held liable/responsible in any manner what-so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the contractor only and departments will not be liable in any manner.
5. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations (Minimum wages, EPF, ESI etc.) shall be the responsibility of the contractor and any breach of such laws or regulations shall be deemed to be the breach of the contract/agreement.
6. No sub-contracting is permitted.
7. The near relatives of all AIIMS, Deoghar employees either directly recruited or on deputation, are prohibited from participation in this bid. The near relatives for this purpose are defined as:
 - (a) If they are members of a Hindu Undivided family, or,
 - (b) If they are husband and wife, or,
 - (c) If one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), Daughter(s), & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).

8. The bidders should give a certificate to the effect that none of his/her such relative is working in AIIMS, Deoghar as defined above. In case of proprietorship firm, the certificate will be given by the proprietor. In case of partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. In case of any breach of these conditions by the company or firm or any other person, the Bid/Supply order will be cancelled and earnest money/performance security deposit will be forfeited at any stage whenever it is noticed. The Department will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in any tender/bid in the concerned unit.
9. The contractor shall assign the job of driving of hired vehicles only to qualified, **five year** experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items such as **first aid box and fire extinguisher** essentially while running the vehicle by ensuring safe driving. The driver should wear **clean white dress**.
10. The supplier shall assign the job of driving of hired vehicles only to qualified experienced commercial licensed drivers who shall be responsible for the safety and security of the officers/ officials as well as essential store items during running of the vehicle. The Department shall have no direct or indirect liability arising out of negligent, rash and impetuous driving which is an offence under section 29 of IPC. Further, any loss caused to the Department has to be suitably compensated by the supplier.
11. The supplier shall when called upon to do so, place at the disposal of the Department such number of vehicles as may be required (even if the number of vehicles so demanded is more than the number of vehicles mentioned in NIB) at same rate and terms and conditions.
12. In no case, a vehicle which is not registered for the commercial purpose shall be supplied by the bidder to the Department and taxes etc. due on such vehicles shall be the liability of the supplier. The vehicles supplied shall be in good condition and shall be free from dents/defects and shall not be shabby in appearance/look.
13. The supplier shall send the vehicle for periodical servicing/ maintenance at his own cost and shall be carried out in off duty hours. The Department will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the supplier's liability.
 - (a) Vehicle should be in road worthy condition with neat and clean seat covers along with spare tyres, tools and kits for petty repairs and replacement of tyres. Seat covers required to be periodically washed and changed for the cost of which shall be borne by the contractor.
 - (b) The engagement and employment of drivers and payment of wages to them as per existing provisions of various labor laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
 - (c) **The contractor has to provide two driver if the running beyond 500 KM in one day for SUV (Innova or equivalent)**

- (d) The Cars will be kept neat and clean and in perfect running condition with shining body and clean interior with good upholstery. If condition of vehicles is not found satisfactory, they shall be returned for immediate replacement. **If no replacement(s) is/are made in time, the Contractor shall have a right to hire vehicle(s) from local market, and cost so incurred towards this, shall be borne by the Contractor. If Driver unable to report duty on time than also contractor has to pay cost of hired vehicle on market rate. The vehicle will be parked as per the direction of user of vehicle.**
- (e) The contractor shall send the vehicle for periodical servicing at his own cost. AIIMS, Deoghar will not pay any mileage run for such servicing nor any deduction is made for the duration involved in such servicing. The cost of lubricants, repairs, regular maintenance, taxes insurance, etc. will be to the contractor's liability.
- (f) Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to the Executive Director, AIIMS, Deoghar as and when demanded.
- (g) The contractor / authorized representative and all the drivers should be equipped with round the clock communication facility (mobile etc.) with proper uniforms.
- (h) In case the Vehicle will be purchased on loan basis by the successful bidder the regular installment of loan will be paid to the financing agency by the owner of vehicle. Any default in payment of loan will be the responsibility of successful bidder and he should provide another vehicle immediately in case of seizer by financing agency.

14. INSURANCE

The provided vehicle must be fully and comprehensively insured covering the risk to the driver/victim.

15. Uses Area

Vehicle will be used primarily in Jharkhand. However, occasionally vehicle may be sent to other states as well as per requirement of department.

- 16. Regular checking of meter by the designated transport authority may be done by the supplier, and requisite certificate may be shown to the Department as and when demanded.
- 17. The Supplier will be required to pay wages to the drivers as prescribed under the current Central Government Minimum Wages. The Supplier will maintain proper record as required under the Rules/ Law /Acts.

18. Penalties:

In case of breakdown if no replacement(s) is/are made in time, the Contractee shall have a right to hire vehicle(s) from local market, and cost so incurred towards this, shall be borne by the Contractor. If, Driver unable to report duty on time than also contractor has to pay cost of hired vehicle on market rate. The vehicle will be parked as per the direction of user of vehicle.

- 19.** In case of non-availability of vehicle during extra hours, a penalty will be charged as per the applicable rate in the agreement.

20. Breach of Terms and conditions of Contract:-

In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor:-

- a. the Performance Security Deposit of the contractor may be forfeited.
- b. the agreement may be terminated.
- c. the contractor may be black-listed.
- d. Suitable recovery may be made.

21. Representatives (of Bidders) during Bid opening.

- 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, any two of the representative mentioned in authorization letter will be allowed.
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed in Annexure II of section VII is not received or not brought by the representatives.

SECTION VI

SERVICES TO BE PROVIDED

1. **Service:** Supply of commercial registered vehicles in good condition with commercial licensed drivers on Hire basis.
2. **Period of Contract:** Under normal circumstances the contract shall be valid for a period of one year. However, the contract may be extended by the AIIMS, Deoghar for a further period of one year on the same terms and condition at his sole discretion. The contract can be further extended for a period not exceeding one year with mutual consent of both parties on the same rate, terms and conditions.
3. **Quantity:** Estimated number of vehicles to be hired is seven on regular monthly basis. However, the Department will place additional supply order as per the actual requirement from time to time on same term and condition. In case of higher requirement of vehicles, the supplier must supply on same rate, terms and conditions.
4. **Duty Hours:** Normal duty hour for which vehicle should be available is from 9.00 A.M to 7.00 P.M.
5. **Notice period:** I) One day in advance.
II) Telephonic intimation shall be considered as notice.
6. **Reporting place:** AIIMS, Deoghar. However, the Department may intimate the actual reporting place as per the requirements
7. **Counting distance:** From place of reporting in the morning to till the return to the place of reporting in evening/night. The vehicle must be parked within 3 KM radius from the reporting place after duty hour. The distance covered from parking place to reporting place may also be included in the counting distance. In case vehicle does not return to place of reporting in night, the place where it was at 2500 Hrs. should be mentioned in
8. Distance up to that point should be treated distance for that day.
9. **Accuracy of meters:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
10. **Payment of Bill:** Total kilometer run of all vehicles running on monthly basis will be calculated every month and if it is less than (1500 X Numbers of vehicle) kilometer, only monthly fixed charges will be paid and the deficit KM running will be adjusted within next 3 months. If total kilometer exceeds (1500 X Numbers of vehicle) kilometer, payment of extra kilometer will be made as per quoted rate. Overtime charges will be paid (for running of vehicle beyond 300 Hrs in a month) for each vehicle. The bill amount should show GST components separately (CGST & SGST).

11. Other requirements:

- I) Bidder must have a mobile no. where requirements and requisition of vehicles may be conveyed all the 24 hrs. Telephone No. must be mentioned at the time of accepting work order.
- II) No vehicle should be supplied having registration in the Name of employee of the AIIMS, Deoghar staff or close relative and Certificate to this effect must be given on the body of bill while submitting claim.
- III) Payment of any Govt. tax or duty for supplying the vehicles will be liability of supplier.
- IV) Parking and Toll charges, if any, may be claimed by producing the parking/ Toll slips.
- V) The complete bio-data of driver along with a copy of his driving license should be submitted to the department before commencement of work. Driver shall be provided with a Mobile Telephone connection provided by the supplier which shall be active during the hire period.
- VI) The driver should be well mannered and courteous and should always carry a mobile phone connection with him which shall be active during the hired period.
- VII) The driver shall not be addicted to smoking, consumption of liquor/alcohol, Pan Masala/ Gutka, Tobacco and shall never report to the duty under influence of alcohol.
- VIII) Driver should follow all the rules and regulations specified by the authorities from time to time. This includes new regulations framed from time to time. This also includes the regulation related to proper uniform.
- IX) Police verifications for deployed staff (Driver) shall be ensured by service provider.
- X) Vehicles upkeep shall be in good condition along with neat and clean seat covers all the time while on duty.
- XI) The Driver should be fully conversant with the major routes and places of Jharkhand and Bihar.
- XII) The contractor shall oblige his employees in accordance with law to ensure decent behavior with AIIMS, Deoghar officers/ faculty. There shall not be any master- servant relationship between employees/ drivers of the contractor and the Govt. Employees of contractor cannot claim any employment under AIIMS, Deoghar solely based upon the services rendered as contractor's drivers/employees.
- XIII) Any complaint from the users/officers of the user department with respect to their behavior/ uniform will be viewed seriously and it will be brought to the notice of the service provider, who shall take suitable action.

SECTION -VII

Annexure I

DECLARATION REGARDING NON- TAMPERING OF DOWNLOADED BID DOCUMENT

I/we, _____ (Name of Individual/Proprietor/Partner(s)/Director(s)) _____
_____ of M/s _____ (Name of Company/Firm/Agency)
_____ do, hereby, declare that I/we have not tampered the downloaded Bid document No.
----- dated -----
(downloaded from website www.AIIMS, Deoghar.gov.in or E Procurement
portal <http://eprocure.gov.in/eprocure/app>).

Signature

Name

Name and Address of Firm

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by any one of the partners and in case of Limited company by any one of the Directors of the Company.

Annexure II

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach AIIMS, Deoghar, on or before date of bid opening or to be carried by the person(s) authorized to attend bid opening on the day of bid opening)

To,
The Executive Director
AIIMS, Deoghar,

Sub: Authorization for attending bid opening for supply of Commercial Vehicle on -----

-Sir,

Following persons are, hereby, authorized to attend the bid opening for the Bid for supply of commercial vehicle called by
on our behalf:-

Name of the Representative

Specimen Signature

1. _____

2. _____

Any one or any two person(s) (out of above named persons) may be present at the time of bid opening.

Signature of the Bidder

(Note: - Maximum two representatives will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received/ not shown by the representative at the time of bid opening)

ANNEXURE-III

DECLARATION REGARDING BLACKLISTING / DEBARRINGFROM TAKING PART IN GOVT. BID BY AIIMS, Deoghar /GOVT. DEPT (to be produce on affidavit of minimum stamp)

I /we, _____(Name of Individual Bidder)_____do, hereby, declare that I / we have not been blacklisted or debarred in the past by AIIMS, Deoghar or AIIMS like institute or any other Government organization from taking part in Government Bids.

Or

I/we, _____(Name of individual bidder)_____do, hereby, declare that I / we Was/were blacklisted or debarred by AIIMS, Deoghar or AIIMS like instate or any government organization by _____(Name of Govt. Dept.) _____from taking part in Government Bids for a period of _____years with effect from_____. The period is over on _____and now I/ we are entitled to take part in Government Bids.

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____(Name of Company/Firm/Agency)_____do, hereby, declare that the firm / company/ Agency namely M/s _____has not been blacklisted or debarred in the past by AIIMS, Deoghar, or AIIMS like institute or any other Government organization from taking part in Government Bids.

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____(Name of Company/Firm/Agency)_____do, hereby, declare that the firm / company/ Agency namely M/s _____

_____ was blacklisted or debarred by AIIMS, Deoghar or by__ (Name of Govt. Dept.)

_____ from taking part in Government Bids for a period of _____ years with effect from _____. The period is over on _____ and now the firm/ company/ agency is entitled to take part in Government Bids. I / we are fully aware that the Bid/ contract will be rejected/ cancelled AIIMS, Deoghar, and EMD/PSD shall be forfeited if the above information is found false.

In addition to the above, AIIMS, Deoghar, will not be responsible to pay the bills for any partially completed work.

Signature

Name

Capacity in which signed

Name & address of the firm:

Seal of the firm should be Affixed

Note:- In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

ANNEXURE-IV

Declaration on Non-Participation of near Relatives in the Bid

I _____ S/o _____

R/o _____ do, hereby, declare that none of my relative(s) is/are employed in AIIMS, Deoghar, Jharkhand . In case at any stage, it is found that the information given by me is false/incorrect, AIIMS, Deoghar, shall have the absolute and full right to take any action as deemed fit without any prior intimation to me.

Signature _____

Name _____

Capacity in which signed _____

Name & address of the firm: _____

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

ANNEXURE-V

BIDDER's PROFILE

Passport size photograph of the Bidder/authorize d signatory holding letter of authorization.
--

General:

- 1 Name of the Bidder.....
- 2 Name of the authorized person signing and submitting the Bid whose photograph is affixed:
-Shri/Smt.....

(a. In case of Individual/Proprietary/Partnership firms, an authority letter must be issued by the Individual /Proprietor/ any Partner only, as the case may be. However, in case of Private Limited or Public Limited company, authorized signatory, normally Secretary of the company/ a Director of the company must issue the authority letter.

b. Bidder must submit the self-attested copy of the PAN card / Passport/ Aadhar Card of the Individual or proprietor or authorized partner (in case of Partnership firm) or authorized signatory (in case of Private Limited or Public Limited firms) who is issuing the authority letter.)

- 3 Address of the Bidder:
.....
.....
- 4 Correspondence Address (if different than Sl. No.3):.....
.....
- 5 (a) Tel no. with STD code (O)..... (Fax).....
. (R).....
(b) E-Mail ID (if any)

6a. Registration & incorporation particulars of the Bidder (if not an individual) :

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

6b. Self-attested copies of documents of registration/ incorporation of the firm as required by law is to be submitted along with bid document.

7. Name of Proprietor/Partners/Directors
(in case of company/ firm/ agency)
8. It is stated that Original Authority Letter (in respect of authorized person mentioned at Sl. No. 2) is attached.
9. It is, further, stated that the self-attested copy of PAN card / Passport/ Aadhar Card of authorized person (authorized to sign the Bid document) is, also, attached.
10. It is clearly understood that the bid is likely to be rejected if photograph of authorized person (mentioned at Sl. No. 2) and affixed above do not match with photograph on PAN Card/ Passport/ Aadhar Card.

I/We, hereby, declare that the information furnished above is true and correct to the best of our knowledge.

Place:-

Signature of Bidder/Authorized Signatory

Date:-

Name of the Bidder.....

Seal of the Bidder.

SECTION VIII

AGREEMENT

The agreement made on this...day of
(Month) (Year) 2023 between M/s
..... herein after called "The Supplier" (which expression shall unless excluded
by or repugnant to the context, include its successors, heir, executors, administrative representative and
assignee) of the one part & AIIMS, Deoghar, Jharkhand of other part.

Whereas the supplier had participated in the bid of AIIMS, Deoghar for supply of registered commercial vehicles to the office of AIIMS, Deoghar, Jharkhand and whereas he was found suitable for award of work and thereby was offered to enter into agreement with the AIIMS, Deoghar and whereas he has accepted the said offer to enter into agreement for supply of vehicles to the AIIMS, Deoghar, Jharkhand, on the terms and conditions contained herein and the rates approved by the AIIMS, Deoghar, and where as the necessary performance security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits,

Now, it is, hereby, agreed and declared by and between the parties,

1. that the period of validity of this agreement shall be for **one year** from the date of signing of this agreement,
2. This agreement can be extended by AIIMS, Deoghar for **one year** at discretion of the Executive Director Deoghar.
3. This agreement can also be extended beyond extended period of one year for another one year with mutual consent of both parties on the same terms and conditions.
4. The NOTICE INVITING BID, bid documents (Qualifying and Financial), advance supply order, approved rates and such other additional particulars, instructions as may be found requisite to be given during execution of the supply order shall be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
5. that the supplier shall supply the requisite number of vehicles with means & materials as well as tools, appliances, machines, implements, cartage etc. required for the proper execution of supply order within the time prescribed in the supply orders.
6. that the supplier shall supply vehicles at the following rates:-
 - a) All three category on **monthly basis**: - Rs.....monthly fixed rate for 1500 km running and Rs..... per km for running km beyond 1500km to be written separately as per financial bid.

7. That the supplier will be paid **Overtime** at the following rates:-
Normally a vehicle (hired on monthly basis) will be used for about 300 Hrs. in a month. However, if vehicle runs for more than 300 Hrs. in a month, payment for overtime will be made at the rate of RsPer hour (exceeding 300 Hrs. in a month),
8. That the supplier, hereby, declares that nobody connected with or in the employment of the AIIMS, Deoghar, Jharkhand shall ever be admitted as partner in this contract/agreement,
9. That the supplier shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the supplier and the AIIMS, Deoghar having bearing on execution of supply order and payments against the execution of supply order to be done under the contract/agreement,
10. That either party may terminate this agreement by giving three-month notice without assigning any reason whatsoever it maybe,
11. **Payment of Bill:** Total kilometer run of all vehicles running on monthly basis will be calculated every month and if it is less than (1500 X Numbers of vehicle in each category) kilometer, only monthly fixed charges will be paid and the deficit KM running will be adjusted within next 3 months. If total kilometer exceeds (1500 X Numbers of vehicle) kilometer, payment of extra kilometer will be made as per quoted rate. However, this will not apply in case of casual vehicles. Overtime charges will be paid (for running of vehicle beyond 300 Hrs in a month) for each vehicle. The bill amount should show GST components separately (CGST &SGST).

12. Penalties:

- i) In case of breakdown if no replacement(s) is/are made in time, the Contractee shall have a right to hire vehicle(s) from local market, and cost so incurred towards this, shall be borne by the Contractor. If Driver unable to report duty on time than also contractor has to pay cost of hired vehicle on market rate. The vehicle will be parked as per the direction of user of vehicle.
- ii) In case of non-availability of vehicle, **the Contractee shall have a right to hire vehicle(s) from local market, and cost so incurred towards this, shall be borne by the Contractor** In addition to this, deduction at pro-rata basis (for the period of non-availability of vehicle) or the cost of hiring a taxi (for the period of non-availability of vehicle) whichever is more will be levied.
- iii) **In case of non-availability of vehicle during extra hours, a penalty of double the quoted rate,**

13. Breach of Terms and conditions of Contract:-

In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor:-

- a. the Performance Security Deposit of the contractor may be forfeited.
- b. the agreement may be terminated.
- c. the contractor may be black-listed.
- d. Suitable recovery may be made.

In witness where of the parties present here has set the irrespective hands and seals the day, year

()

Signature on behalf of AIIMS, Deoghar

Name:

Designation:

Seal:

()

Signature on behalf of Supplier

Name:

Designation:

Seal:

Agreement signed in the presence of

Witness1:

Signature:

Name:

Address:

Witness2:

Signature:

Name:

Address:

SECTION - IX

ORDER FOR UPLOADING OF DOCUMENTS OF QUALIFICATION BID.

A) Qualification Bid should have scanned copy of documents in following order:

1. DD for Document fee;
2. DD for Earnest money deposit;
3. Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance;
4. Duly filled and signed Bid form at section II and Bidders profile at Annexure -V of section VII.
5. Self attested copy of Certificate of Registration/ Incorporation of the company/ firm/ agency (if bidder is other than individual).
6. Self attested copy of PAN Card/ GIR No. of the Bidder.
7. **Turnover of bidder should be Rs. One Cr.(Rs. 10000000) for Three years.** (FY 2019-2020 &2020-21 and 2021-22).
8. Self Attested copy of the IT return filed for the last two financial years (FY 2019-2020 &2020-21 and 2021-22).
9. Original Authority Letter in respect of authorized person (authorized to sign the bid document),provided authorized person is different than bidder.
10. Self Attested copy of PAN Card/ Passport/ Aadhar Card of Authorized person.
11. Declaration as per Annexure- IV of Section VII regarding no relative working in AIIMS, Deoghar duly filled and It is signed by Proprietor/ all Partners/All Directors (As the case maybe).
12. Declaration as per Annexure- I of Section VII regarding non-tampering of tender document in cases of downloaded tender duly filled and it is signed by Proprietor/ Partner/ Director (As the case maybe).
13. Declaration as per Annexure -III of Section VII about blacklist/Debarring, duly filled and it is signed by Proprietor/ All Partners/All Directors (As the case maybe).

B) Financial Bid (Section -XI) (Pages 35&37,)

SECTION - X

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement are at <https://eprocure.gov.in/eporcure/app>. The bidder must carefully follow the instructions:

- i). Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/ bidders on the e-procurement / e- tender portal is a prerequisite for e-tendering.
- ii) Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/ true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- iii) Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
- iv) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/ SIFY/ TCS/ nCode/ eMudhra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- v) The DSC that is registered only should be used by the bidders and should ensure safety of the same.
- vi) Contactor/Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he / she is interested.
- vii) After downloading/getting the tender document/ Annexures / Appendices, the bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- viii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published before submitting the bids online.
- ix) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by given the password of the e-Token/Smart Card to access DSC.
- x) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
- xi) From my tender folder, he selects the tender to view all the details indicated.
- xii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for, otherwise, the bid will be rejected.
- xiii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be

scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- xiv) Bidder should take into account the corrigendum/Addendum published from time to time before submitting the online bids.
- xv) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- xvi) Bidder should submit the Tender Fee/EMD as specified in the tender. The original should reach to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer.
- xvii) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xviii) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- xix) The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will not be acceptable.
- xx) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- xxi) The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- xxii) If price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- xxiii) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- xxiv) After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening event.
- xxv) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in e-tender system. The bidders should follow this time during bid submission.

- xxvi) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall , the uploaded tender documents become readable only after the tender opening by the authorized bid openers
- xxviii) The confidentiality of the bids is maintained since these cured Socket Layer128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xxix) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxx) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send an email to cphp-nic@nic.in.

F/I TENDER
AIIMS, Deoghar

SECTION-XI: SCHEDULE OF HIRE CHARGES

FINANCIAL BID/QUOTATION/ PRICE BIDS

Subject: TENDER NO. AIIMS/DEO/HIRING OF VEHICLES /20223-24/13 RATES TO BE QUOTED BY BIDDER:-

Make of the Car	Rates per vehicle for 1500 km per month & 12 working hours per day	Rates per day (10 hrs/150 km)	Rates per (6hrs/100 kms)	Charges in rupees per kilometer above 1500 KM in a month for same vehicle
1. Innova Crysta (For SUV Vehicle with AC and mandatory Split seat with six air bags).				
2) Honda City (Vehicle with AC).				
3) TATA Indigo (Vehicle with AC).				
4) Maruti D'zire (Vehicle with AC).				
5) Maruti Ertiga (Vehicle with AC).				
6) Scorpio (Vehicle with AC).				
7) Van (30+2 Seater)				
8) Any other comparable vehicle (to be specified by bidder & accepted as comparable by the Institute)				

Place:

Date

Name.....

Signature.....

Stamp

*** Rates per day (10 hrs/150 km)/ Rates per (6hrs/100 kms) / Charges in rupees per kilometer above 1500 KM in a month for same vehicle should be quoted separately in hard copy and submitted in sealed envelope which will be evaluated by committee.**

Above rates are inclusive of all taxes/duties (Central, State, and Municipal etc. except Goods Service Tax (GST).

Note: Sign and Seal is mandatory in each page and both page of financial bid,

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the Bid document. We agree to abide by this Bid for a period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Date:

Signature of the Bidder _____

Name of Bidder _____

PRTICULARS FOR PERFORMANCE GUARANTEE BOND

To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK/NATIONALIZED BANK (WHETHER SITUATED AT DEOGHAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT DEOGHAR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED)

To,

The Executive Director
All India Institute of Medical Sciences (AIIMS), Deoghar

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Deoghar (Buyer) have invited Tenders vide Tender No.....Dt.....for providing of.....AND WHERE AS the said tender document requires the service provider whose tender is accepted for providing the services of Hiring of Vehicles in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Deoghar " in the form of Bank Guarantee for Rs.....[3% (three percent) of the purchase value] which will be valid for more than three months of entire contract period, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the work order.

NOW THIS BANK HERE BY GUARANTEES that in the event of the said firm failing to abide by any of the conditions referred to tender document/work order/performance of the services. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Deoghar on demand and without protest or demur.....(Rupees.....
.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Deoghar (Buyer) as to whether the said firm has committed a breach of any of the conditions referred in tender document/ work order shall be final and binding.

We, (name of the Bank & branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the firm and/or All India Institute of Medical Science, Deoghar (Buyer).

Not with standing anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed`.....
(Indian Rupees..... only).

b. This Bank Guarantee shall be valid up to(date)and

c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS, Deoghar reserve upon us a written claim or demand on or before..... (Date), Claim period should be beyond six month from the date of validity i.e. (b) above.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at..... situated at.....

(Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the

Bank:.....

Complete Postal

Address:

SECTION-XIII

Integrity Pact

(On Non-Judicial Stamp Paper of ₹.100)

Between

All India Institute of Medical Sciences, hereinafter, referred to as “AIIMS Deoghar”

and

.....here inafter referred to as “ The Bidder (S)/Contractor(S)”

Preamble

The AIIMS Deoghar intends to award, under laid down organizational procedures, contract/s for

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The AIIMS Deoghar values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparencies in its relations with its Bidder(S) and/ or contractor (S).

In order to achieve this goal, AIIMS Deoghar will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section – 1 Commitments of AIIMS Deoghar

- 1) AIIMS Deoghar commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of AIIMS Deoghar, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for a accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) AIIMS Deoghar will, during the tender process treat to all Bidder(S) with equity and reason. The AIIMS Deoghar will in particular, before and during the tender process, provide to all Bidder(S) the same information and will not provide to any Bidder(S) confidential/ additional information through which the Bidder(S) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The AIIMS Deoghar will exclude from the process all known prejudiced persons.
- 2) If AIIMS Deoghar obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Deoghar will inform its Chief Vigilance Officer and in addition can initlate disciplinary actions.

Section – 2 Commitments of the Bidder(S) / Contractor (S)

- a) The Bidder(S)/Contractor(S) commits himself to take all measures necessary to prevent corruption. The Bidder(S)/Contractor(S) commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- b) The Bidder(S)/Contractor(S) will not enter with other Bidder(S) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidlary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to *introduce* cartelisation in the bidding process.
- c) The Bidder(S)/Contractor(S) will not commit any criminal offence under the relevant Anti-Corruption Laws of India, further the Bidder(S) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS

Deoghar as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(S)/Contractor(S) of foreign origin shall disclose the name & address of the Agents/representatives In India, If any. Similarly the Bidder(S)/Contractor(S) of Indian Nationality shall furnish the name and address of foreign principals, If any Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(S)/Contractor(S), Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.
 - e) Bidder(S)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder(S)/Contractor(S) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(S)/Contractor(S) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section – 3 Disqualification from tender process and exclusion from future contracts

If the Bidder(S)/Contractor(S), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Deoghar is entitled to disqualify the Bidder(S)/Contractor(S) from the tender process or take action as per rule & regulations.

Section – 4 Compensation for Damages

If AIIMS Deoghar has disqualified the Bidder(S) from the tender process prior to the award according to Section 3 above, the AIIMS Deoghar is entitled to demand and recover the damage equivalent to Earnest Money Deposit/Bid security.

2. If AIIMS Deoghar has terminated the contract according to Section 3, or If AIIMS Deoghar is entitled to terminate the contract according to Section 3, AIIMS Deoghar shall be entitled to demand and recover from the Bidder(S) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section – 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes Incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, If already awarded, can be terminated.

Section – 6 Equal Treatment of all Bidder(S)/ Contractor(S)

In case of sub-contracting, the AIIMS Deoghar Contractor shall take the responsibility of the adoption of integrity pact by the Sub-contractor.

1. The AIIMS Deoghar will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The AIIMS Deoghar will disqualify from the tender process all bidders who do not sign this pact of violate its provisions.

Section – 7 Criminal Charges against violating Bidder (S) Contractor (S) Subcontractors (S)

If the AIIMS Deoghar obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Deoghar has substantive suspicion in this regard, the AIIMS Deoghar will inform the same to the Chief Vigilance Officer.

Section – 8 Independent External Monitor

1. The AIIMS Deoghar appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He /she reports to the Director AIIMS Deoghar.
3. The Bidder (S) Contractor (S) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Deoghar including that provided by the Contractor. The Contractor will also grant the their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (S)/ Contractor (S)/ Sub-contractor (S) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of Interest arising at a later date, the IEM shall inform Director, AIIMS Deoghar and recuse himself/herself from that case.
5. The AIIMS Deoghar will provide to the Monitor sufficient Information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the Contractor. The Parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director, AIIMS Deoghar and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director AIIMS Deoghar, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Deoghar and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director AIIMS Deoghar, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Deoghar has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this Information directly to the Central Vigilance Commissioner.
9. The word Monitor, would Include both singular and plural.

Section – 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time the same shall be binding and continue to be

valid despite the lapse of this pact as specified above unless it is discharged / determined by Director of AIIMS Deoghar.

Section – 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Deoghar.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be Invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Deoghar

Office Seal

Date : _____

Place : _____

For & on behalf of
Bidder/Contractor

Office Seal

Witness 1 : _____

Witness 2 : _____