

अखिलभारतीयआयुर्विज्ञानसंस्थान, मंगलगरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

Guntur, Andhra Pradesh - 522503

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

Tender No. AIIMS/MG/STORE/Tender/2021-22/RC-Buses

TENDER FOR HIRING OF BUSES AT AIIMS MANGALAGIRI FOR A PERIOD OF TWO YEARS

Director, AIIMS, Mangalagiri invites online tenders under Two Bids System (Technical and Financial) for “Tender for Hiring of Buses at AIIMS Mangalagiri for a period of two years” as detailed below in complete accordance with enclosed tender document.

Critical Data Sheet	
Mode of Tender	E- Tender
Type of Bid	Two Cover Bid
Tender Publishing Date	17-01-2023 @04.30 PM
Pre- Bid meeting	-
Last date and time for submission of Tender	31-01-2023 @ 04.30 PM
Date and time for opening of tender	01-02-2023 @ 04.30 PM
EMD	50,000/-
Period of Contract	Two years from the date of work order and may be extendable further with the same terms and conditions.
For viewing, quoting the detailed NIT and Qualifying Requirement, bidders may also visit our website	http://aiismangalagiri.edu.in https://eprocure.gov.in/eprocure/app

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.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) MANGALAGIRI

Guntur (Andhra Pradesh), 522503 (India)
Website: <https://www.aiismangalagiri.edu.in/>
Tendering Portal: www.eprocure.gov.in,

Tender Notice

Tender No. AIIMS/MG/STORE/Tender/2021-22/RC-Buses

Public Tender

The Director, AIIMS Mangalagiri invites Tenders in Two Bid System (i.e., Technical and Financial Bid) from reputed, experienced Bidders for Hiring of Buses at AIIMS Mangalagiri for a period of two years through on-line e-procurement portal www.eprocure.gov.in

Bidders can download complete set of bidding document from e-procurement platform www.eprocure.gov.in

The Tender documents are also available in our website: www.aiismangalagiri.edu.in,

Bidders have to submit the bids online by uploading all the required documents through www.eprocure.gov.in Bids for this tender will be accepted through online only.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Mangalagiri will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Director, AIIMS Mangalagiri reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Manual bids and conditional bids will not be accepted under any circumstances and will be out rightly rejected.

Faculty Incharge- Procurement,
For Director,
AIIMS Mangalagiri.

SCOPE OF WORK

S.No	Description of item	Model	Qty
1.	45–50 Seater AC bus (CNG preferably)	2018, 2019, 2020, 2021	01

1. AIIMS, Mangalagiri has requirement for buses of 45-50 Seater with High back type of seats. The Hired buses should be labeled with only AIIMS Mangalagiri logo, no other names like firm names, owner name etc is admissible.
2. Hired buses can be of model not older than 2018 with running not more than 1.5 Lakhs kms. Buses travel mostly in Krishna, Guntur Districts and if requires it will travels other places in Andhra Pradesh/Telangana.
3. The bidder should own or have on lease sufficient buses of model not older than year 2018 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
4. If bus is not commercially registered, approved contractor, shall get the vehicle commercially registered within 30 days from the award of the work and submit the proof to AIIMS, Mangalagiri. An undertaking in this regard is mandatory by the bidder.
5. The firm should be registered under ESI Act, 1948, Employees' Provident Funds (EPF) and Miscellaneous Provisions Act, 1952.
6. The bidder shall also submit full details of the vehicles like RC, Insurance, Pollution Clearance, Road tax, Fitness certificate, permits, bus lease documents etc., that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial vehicles of model not older than 2018.
7. The bidder shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet.
8. The AIIMS, Mangalagiri will be under no legal obligation to provide employment to any of the personnel of the contractor of the contractor after expiry of agreement period and the AIIMS, Mangalagiri recognizes no employer- employee relationship between the AIIMS, Mangalagiri and the personnel deployed by the contractor/ agency.
9. Vehicles provide to the AIIMS, Mangalagiri should bear Commercial registration numbers and should have comprehensive insurance and drivers so provided with the vehicles shall have HMV Driving license Uniform and Batch.
10. The vehicles should confirm to the Pollution norms prescribed, if any, by the Transport Department of Government of Andhra Pradesh.
11. The contractor shall provide names, address of the drivers along with their license number and copies within one week of the award of the contract.
12. Provision of commercial vehicles with licensed drivers, registered Commercial vehicles with all due's cleared on Hiring basis for running for AIIMS, Mangalagiri or outside.
13. It is clearly noted that AIIMS, Mangalagiri shall place the above / any of the above order only as per the actual requirement from time to time. AIIMS, Mangalagiri reserves the right to increase or decrease the required quantity of services without any change in hiring

charges of the offered quantity or other terms and conditions at the time of award of contract or at any time during the currency of the contract.

14. Normally duty hours will be 08:00 AM to 08:00 PM daily. However, Buses can be called for anytime with a prior 30 minutes notice. Further, for better administrative control all the Buses will be parked at AIIMS, Mangalagiri only after regular duty hours. Use of buses by the contractor for any purpose except for AIIMS, Mangalagiri is strictly prohibited during the contract period.

15. Notice period for regular requirements will be one day in advance and telephonic intimation shall be considered as notice. Normally, reporting place will be at the AIIMS, Mangalagiri. However, actual place of reporting shall be specified by the users of vehicles.

16. The meter reading should tally the actual distance of run at any instant and the Faculty Incharge Procurement, AIIMS, Mangalagiri shall have full powers to check up the meter for its correctness and to take action accordingly.

17. In case of break down, vehicles have to be replaced by other immediately (not more than one hour gap). In case of non-availability of suitable vehicle, a penalty of Rs. 200/- for the said break down shall be imposed in addition to deduction on pro-rata basis for the said period. Continuation of non-availability of suitable vehicle on another day shall construe to another break down, and will be liable to the penalty of Rs. 300/- and pro rata deduction. In case, occurrence of such break down exceeds three times in a month, a penalty of Rs. 1000/- per break down shall be imposed.

18. Non-availability of designated vehicles/ replacement of such vehicles without prior notice during normal duty hours will also attract a penalty of Rs. 1,000/- per day. Denial / non-availability of vehicles during extra hours, will also attract a penalty of Rs. 1,000/-.

19. Vehicle should be in roadworthy 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.

20. Monthly bills duly verified shall be submitted in duplicate to the Faculty Incharge Procurement, AIIMS, Mangalagiri. Payment of any Government tax or duty for plying the vehicles will be liability of the contractor. However, **GST shall be paid extra as per actual on production of GST challan along with monthly bill.** Parking & toll charges, if any, may be claimed on production of parking / toll slips. Bills when submitted, shall be supported by the following documents:

a) Certificate to the effect that “Conditions as envisaged Government of India and other Statutes on the subject have been complied with.”

b) Copies of the remittance such as EPF, ESI etc. shall be enclosed. (If Applicable)

c) The company will ensure that all their personnel should possess bank account and their salaries are remitted to their account. (If Applicable)

21. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour 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.

22. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store items while running the vehicle by ensuring safe driving. AIIMS, Mangalagiri shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 304(A) of IPC and any loss caused to AIIMS, Mangalagiri have to be suitable compensated by contractor.

23. In no case a vehicle which is not registered for the commercial purpose shall be supplied to AIIMS, Mangalagiri and taxes etc. due to on such vehicles shall be liability of the contractor.

24. The contractor shall send the vehicle for periodical servicing at his own cost. AIIMS, Mangalagiri 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 contractor's liability.
25. Regular checking of meter by the designated transport authority may be done by the contractor, and documents may be shown to the Administrative Officer, AIIMS, Mangalagiri as and when demanded.
26. The contractor / authorized representative and all the drivers should be equipped with round the clock communication facility (mobile etc.)

SPECIAL CONDITIONS OF CONTRACT

1. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, AIIMS, MANGALAGIRI shall have no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
2. The contractor shall when called upon to do so, place at the disposal of AIIMS, MANGALAGIRI such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicles to be supplied extra will not be more than 25% of engaged vehicle at that point of time.
3. AIIMS, MANGALAGIRI reserves right to counter offer price to any of the prospective contractors against price quoted by the bidder.

TECHNICAL BID DOCUMENTS FOR ELIGIBILITY

Documents for establishing Bidders eligibility:

1. Signed and scanned copy of duly attested copy of PAN & GST registration certificate.
2. Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation
3. Signed and Scanned copy of Tender Acceptance letter "Annexure-I"
4. Signed and Scanned copy of deviation certificate "Annexure-II".
5. Signed and scanned copy of proof of Status of Bidder: Manufacturer/Authorized dealer/ Authorized supplier- Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm. - "Annexure-III".
6. Signed and Scanned Copy of affidavit duly certified by the notary that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per "Annexure-VII".
7. Signed and scanned copy of Power of Attorney as per "Annexure – V" in favor of person.
8. The Bidder shall have at least 3 years' experience of providing Buses to any Central Government department/ Autonomous Institutions/Universities/PSU/Reputed Private institutions.
9. Signed and scanned copy of experience format as per Annexure VI with relevant Purchase Orders or Work orders to be attached.

10. The firm should be registered under ESI Act, 1948, Employees' Provident Funds (EPF) and Miscellaneous Provisions Act, 1952 Attach supporting document in this regard.
11. The Bus should be commercially registered. Valid authenticated document from RTO to be submitted. The bidder shall also submit signed and scanned copy of full details of the bus i.e., copy of the RC Book, Insurance certificate, Permit, Fitness Certificate, Pollution Clearance, Infrastructure capabilities and Particulars of the bus viz. type, make, model and registration number etc.
12. The bidder should own or have on lease sufficient buses of model not older than year 2018 vehicles registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
13. Signed and Scanned Copy of Undertaking of the agency confirming the availability of adequate vehicle required for deployment at AIIMS MANGALAGIRI.
14. Attach copy of last three year's Income Tax Return.
15. Turnover
 - i. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than Rs 30,00,000 (Rupees Thirty lakhs Only). Submit last three year's turnover statement duly certified by the Chartered Accountant
 - ii. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
 - iii. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.

Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Mangalagiri are not eligible to participate in this tender

Note:

- 1) Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication
- 2) Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

A. Price Bid / Financial Bid:

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/ Commercial bid format is provided as BOQ.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BOQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS Mangalagiri.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. PREAMBLE: -

- i) **Pre-Bid Meeting:** - The pre-bid Tender meeting will be held on ----- at Procurement Cell, 2nd floor, Admin & Library Building, AIIMS Mangalagiri. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender
 - ii) **Eligibility of Bidders:** - This invitation of Bids is open to Indian manufactures/registered/authorized suppliers. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in this tender document may result in rejection of its tender.
 - iii) **Availability of fund:** - Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee
 - iv) **Language of Tender:** -The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
 - v) **Tendering Expenses:** - The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
 - vi) **Corrigendum to Tender Documents:-**
 - a. At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it
 - b. Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
 - c. Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri i.e. www.aiimsmangalagiri.edu.in.
 - vii. **Clarification of Tender Documents: -**
 - a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.
- ### 2. Tender currencies: -
- a) The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
 - b) Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.

3. Tender Prices:-

- a. The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BOQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BOQ should be filled up as required. Cost per item will be considered for Price evaluation.
- b. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
- c. Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.

4. Additional information and instruction on duties and Taxes: - If the bidder desires to get reimbursement for GST (goods and services tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.

5. Firm Prices: - The quoted rates must be valid for Contract Period from the date agreement. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected

6. Important points for quoting prices: The Bidder should also keep following points in mind during offering his price quotation against this Tender Enquiry: -

- a. No increase in quoted price and change in quality of product will be allowed during the validity of the entire Rate Contract period or any extended Contract Period.
 - b. Bidder will quote rates inclusive of all Charges; expenditure up to F.O.R. to AIIMS Mangalagiri, Andhra Pradesh except GST.
 - c. Rates should be according to a unit. which so ever applicable with clearly mentioning its pack size, preferably as per asked pack size) and not in any other firm. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
 - d. No item should be quoted with price more than the M.R.P. the prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
7. One Principal/OEM cannot authorize two agents simultaneously for the same item against same advertised tender enquiry
8. **Contract period:** Tender for Hiring of buses at AIIMS Mangalagiri is initially for a period of (2) Two years and can be continued / renewed for further One (1) year subject to satisfaction of All India Institute of Medical Sciences (AIIMS), Mangalagiri and on mutual consent of both the parties in accordance with/ rules framed by the Government of India from time to time.

9. Bid validity: -

- a) The bids shall remain valid for acceptance for a period of 180 days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b) In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.
- c) In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

10. Scrutiny and Evaluation of Tenders:-

- a) Tenders will be evaluated on the basis of the terms & conditions incorporated in the tender document.

- b) The Purchaser will examine the Tenders to determine whether they are complete, devoid of computational errors sureties furnished, documents signed & stamped etc.
- c) The Purchaser's determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.

11. Non- responsive tender:- Non submission of the following will lead to the tender to be declared non – responsive and summarily rejected:

- a) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
- b) Bid validity is shorter than the required period.
- c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions
- d) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form.
- e) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
- f) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender like terms of payment, liquidated damages, comprehensive warranty, dispute resolution mechanism, and applicable law.
- g) Poor/unsatisfactory past performance.
- h) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
- i) Bidder has not agreed for the delivery terms and delivery schedule.

12. Discrepancies in Prices: The Bidder(s) shall quote Rate up-to two decimals only. only the first two decimals will be considered for quotation is having more than two decimals.

13. Bidder's capability to perform the contract:

- a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.
- b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

14. Purchaser's Right to accept any tender and to reject any or all tenders: The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders

15. Corrupt or Fraudulent Practices: It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows: -

- a) "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; &
- b) "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 Tender submission)

- designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- c) A proposal will be rejected for award if it determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - d) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in execution of the contract.
16. The bidder(s) must be submitting Tender Acceptance Form (Annexure-I) as acceptance of all terms & condition of the tender.
17. **Signing of Contract:** The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the comprehensive warranty period and during the Comprehensive Annual Maintenance Contract
18. The competent authority reserves the right to accept or reject any or all tenders without assigning reasons.
19. The competent authority reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

**Faculty Incharge- Procurement,
For Director, AIIMS Mangalagiri**

GENERAL TERMS & CONDITIONS

1. **Use of contract documents and information**
- a) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
 - b) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
 - c) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.
2. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
3. **Technical Evaluation:**
- a) Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this

clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

- b) The Institute may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the Institute shall have sole discretion to call for discussion / presentation.
 - c) AIIMS Mangalagiri shall have right to accept or reject any or all tenders without assigning any reasons thereof
- 4. Financial Evaluation:** The financial bid shall be opened of only those bidders who have been found to be technically eligible. The institute shall inform the date, place and time for opening of financial bid.
- 5.** Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- 6. Award of Contract:** 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. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. L1 will be decided on an individual item basis. In case of tie for any item, the bidder who will stand as L1 for highest number of items will be awarded contract for that particular item.
- 7. Right of acceptance/Rejection:** AIIMS, Mangalagiri reserves the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Mangalagiri reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
- 8. Assignment:** The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 9. Sub Contracts**
- a) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.
 - b) Sub contract shall be only for bought out items and sub-assemblies.
 - c) Sub contracts shall also comply with the provisions of "Country of Origin".
- 10. Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.

11. Performance Security: - The Successful Contractor will be required to furnish an amount @ 3% of Total Annual Contract Value (inclusive of GST) as a performance security in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Mangalagiri" payable at Mangalagiri within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. The original PSD must be delivered to *Office of Procurement, 2nd Floor, Admin and Library Building, AIIMS, Mangalagiri, Guntur, Andhra Pradesh -522503*

Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

12. Payment clause: - 100% payment will be made within 30 days from the date of submission of bill. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients. The bill in triplicate may be sent to this office for settlement after satisfactorily completion of work. The bill should have full particulars of the items(s) and submitted on monthly basis.

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after successfully completion of work to the satisfaction of the AIIMS Mangalagiri, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for poor quality of work.

13. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Mangalagiri in that event the security deposit shall stand forfeited.

14. Insolvency: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Mangalagiri shall have the power to terminate the contract without any prior notice.

15. Fall clause: If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tender himself, the tender shall be morally and statutorily bound to inform AIIMS, Mangalagiri immediately about such reduction in the contracted prices. AIIMS, Mangalagiri is empowered to unilaterally effect such reduction as is necessary in rates in case the tender fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tender should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Mangalagiri on account of the increase in Taxes.

16. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
17. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
18. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
19. Conditional bid will be treated as unresponsive and it may be rejected.
20. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
21. The Successful Tender shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to AIIMS, Mangalagiri.
22. **Subletting of Contract:** Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Second Party without prior written consent of the AIIMS Mangalagiri. If it is found that the bidder has given sub- contract for supply of reagents for AIIMS Mangalagiri on the basis of Procurement/Purchase Order, the contract shall stand cancelled & the performance security shall be forfeited.
23. **Responsibility:-**The principal manufacturer as well as its agent/distributor/dealer will be severally and jointly responsible for ensuring the minimum life span and quality of the item.
24. **Deviation:** The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.
25. **Notices:** - Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract. In case of e-mail, exchange the notices document must be verified by Digital Signature. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
26. **Penalties for non-performance**
The penalties to be imposed, at any stage, under this tender are;
 - a) imposition of liquidated damages,
 - b) forfeiture of EMD/performance security,
 - c) termination of the contract,
 - d) Blacklisting/debarring of the bidder
27. **Termination of Contract**
 - a) **Termination for default:** - The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
 - b) In the event of the Institute terminating the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable

to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.

- c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the Institute.
- e) **Termination for convenience:** - The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

28. Force Majeure:-

- (i) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- (ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- (iv) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

29. UAM Number on CPPP: In purchase of Government of India order no. F/5/4/2018-PPD dated 28/02/2018 UAM number by the vendors on CPPP may be made mandatory from 01/04/2018. Autonomous Bodies/Statutory Bodies/CPSEc/Departments get declaration on UAM number by MSE bidders on CPPP. Failing which such bidder will not be able to enjoy the benefits as per public procurement policy for MSE's order 2012 tender invalid electronically through CPPP.

30. Arbitration / Resolution of disputes:-

- a) In the event of any dispute or difference(s) between the vendee (AIIMS Mangalagiri) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase

order before or after the supply has been executed, shall be referred to the Director AIIMS Mangalagiri who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.

- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.
- 31.** Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The tender must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
- 32.** The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
- 33.** No revision in rate (on higher side) will be accepted during contract period.
- 34.** The tender should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- 35.** The purchaser reserves the right to conclude more than one rate contract for the same item.
- 36.** The purchaser has the option to renegotiate the price with the rate contract holder.
- 37.** Duration of contract will be two year from the date of award of contract with an option of extension for a further period as desired by AIIMS MANGALAGIRI at the same rate as well as same terms and conditions.
- 38.** At any time, prior to the date of submission of bid, AIIMS, MANGALAGIRI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments. The amendments shall be uploaded at AIIMS MANGALAGIRI's website and these amendments will be binding to all prospective bidders.
- 39.** Any bid received after the dead line for submission of bids shall liable to be summarily rejected and returned to the bidder.
- 40. Inspection:**
 - a) AIIMS, Mangalagiri shall the right to inspect the vehicles, confirm their conformity to the tender Specifications at no extra cost to the AIIMS, Mangalagiri.
 - b) The Director, AIIMS Mangalagiri shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
 - c) AIIMS, Mangalagiri reserves right to inspect, test and, where necessary whenever required , reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Mangalagiri prior to the goods.
- 41. Applicable Law & Jurisdiction of Courts**
 - a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
 - b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Mangalagiri/Vijayawada/Guntur (Andhra Pradesh, India).

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Director, AIIMS Mangalagiri, invites E-Bids in Two Bid System (i.e., Technical and Financial Bid) from eligible Manufacturers / Direct Importers/ Authorized distributor online through E-procurement solution portal <https://eprocure.gov.in/> on mutually agreed terms and conditions and satisfactory performance for: – Tender for Hiring of Vehicles at AIIMS Mangalagiri for a period of two years.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/>

1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- B. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- C. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- D. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- i) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

- ii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iii) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. CORRIGENDUM

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri.

5. SUBMISSION OF BIDS:

- b) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- e) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.
- g) Data storage encryption of sensitive fields is done. 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.

- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

Institute website: <http://aiismangalagiri.edu.in>

E-Tendering Portal:

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

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: cpp-doe@nic.in, support-eproc@nic.in

Tender queries: procurement@aiismangalagiri.edu.in

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

S.No .	Documents	Uploaded (Yes/No)	Ref. Page No.
a)	Signed and scanned copy of duly attested copy of PAN, GST & Firm registration certificate		
b)	Signed and Scanned copy of Tender Acceptance letter		
c)	Signed and Scanned copy of No deviation certificate		
d)	Signed and scanned copy of Power of Attorney		
e)	Signed and scanned copy of Authorisation Letter in case of Lease/Rental (Agreement or Lease Documents to be submitted)		
f)	Signed and scanned copy of Valid and authenticated documents from RTO for buses		
g)	Signed and scanned copy of Bus Details (all particulars)		
h)	Signed and scanned copy of proof of supplying in minimum 3 Government / Reputed private Institutes in India and valid documents from any one of them to be produced		
i)	Signed and Scanned Copy of affidavit duly certified by the notary that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.		
j)	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Turnover must be Rs. 30 Lacs)		
k)	Copy of firm EPF & ESI		
l)	Signed and Scanned Copy of Undertaking of the agency confirming the availability of adequate vehicle required for deployment at AIIMS Mangalagiri		
m)	Attach copy of last three year's Income Tax Return.		
n)	Copy of duly attested copy of Profile of firm		
o)	Copy of duly attested copy of EMD declaration Form		

B. Checklist of documents to be submitted online: Price Bid /Financial Bid:

a)	BOQ.xls	
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Note: In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

PRICE BID FORM

1. I/Wesubmitted the bid for Tender No., dated for “Tender for Hiring of Buses at AIIMS Mangalagiri for a period of two years”
2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.
3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

S.No	Description	Qty	Rate quoted in Rs.	GST in Rs.	Total Amount incl GST
1	45-50 Seater bus				
1.1	Upto 2000 km monthly charges and 300 duty Hrs	1 No			
1.2	Extra per KM charge – beyond 2000 Km	1 No			
1.3	Extra per Hour charge -beyond 300 duty Hrs	1 No			

Extra charges should be quoted to cater for the instances of vehicle running extra Kms over 2000 kms in a month. The cost of fuel and other charges shall be included in these rates nothing extra shall be paid if vehicle is used outside AIIMS Mangalagiri but within 2000 Kms limit. Similarly, nothing extra shall be paid if vehicle is used within Headquarter in night but within 10 hours single day limit.

As per tender terms & conditions from the date of opening of financial bid, it shall remain binding upon transporter and may be accepted at any time before the expiry of that period.

Note: Rates are inclusive of all charges except GST. GST shall be paid as per actual, hence it should be shown separately. “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

Date

Place

Signature of the Bidder / Authorized signatory Name

Address

Telephone

Seal

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director,
AIIMS Mangalagiri

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PROFILE OF THE ORGANIZATION/COMPANY/FIRM

(To be given on Company Letter Head)

FORM A: Particulars of the Firm/Company/Agency		
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
Particulars of the firm representative		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	

FORM B: Particulars of Firm Bank Details

15.	Name of the account holder / Firm	
16.	Account Number	
17.	Name of the Bank & Branch	
18.	IFSC Code	
19.	MICR code	
20.	Type of account	
21.	Address	
<i>*Please attach a Cancelled Cheque along with the account information form.</i>		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized

Date:

Designation Office Seal of the Bidder)

BID SECURITY DECLARATION FORM

Date:

To
The Director
AIIMS Mangalagiri.

Ref: AIIMS/MG/STORE/Tender/2021-22/RC-Buses

Dear Sir,

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

I/We have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or

having been notified of the acceptance of our Bid by the purchaser during the period of bid validity.

- i. fail or reuse to execute the contract, if required, or
- ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders

The validity of this declaration will remain till the announcement of the name of the successful Bidder & if, I am/we are not the successful Bidder.

Yours faithfully,

(Signature of Bidder with seal)

Place:

**POWER OF ATTORNEY
(On a Stamp Paper of relevant value)**

I/ We.....
(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt
..... (Name and address) who is
presently employed with us and holding the position of as our
attorney, to act and sign on my/our behalf to participate in the tender no.....
..... for (goods/service/work name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt.....
..... Undertaken by him/her during the tender process and
thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 20_ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the

Attorney) Date: __

AFFIDAVIT

**DECLARATION REGARDING CRIMINAL LIABILITY, BLACKLISTING /
DEBARRING AND NON-PENALIZE/ PUNISH FOR TAKING PART IN TENDER**

*(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial
Stamp paper by the Tenderer)*

I, _____
Proprietor/Director authorized signatory of the agency/Firm (M/s _____
_____), do hereby solemnly affirm and declare as follows:

1. I am authorized signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the firm/Agency has not been banned /suspended/blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

or

I / We _____(Tenderer) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

6. I / We hereby declare that the firm / agency namely has not been penalized in the past years by Labour Court, EPFO & ESI by way imprisonment.

or

7. I / We _____(Tenderer) hereby declare that the Firm / agency namely M/s. _____

has been penalized / punished by Union / State Government or any Organization from taking part in Government tenders for a period of years w.e.f. _____ to _____ The period is over on _____ and now the firm/ company is entitled to take part in Government tenders.

8. I/We further undertake to report to the Procurement Office, AIIMS, Mangalagiri immediately after we are informed but, in any case, not later 15 days, if the Firm/Agency in which Proprietor/Partners/Directors of Firm/Agency which is banned/suspended in future during the Contract with you.
9. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
10. In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the AIIMS Mangalagiri, and SD (Security Deposit) shall be forfeited.
11. In addition to the above, the AIIMS, Mangalagiri will not be responsible to pay the bills for any completed /partially completed work.

Attested:	(Signature of the Bidder)
(Public Notary / Executive Magistrate)	Name:
Date	Designation
Place:	Seal of the Agency

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

DEVIATION STATEMENT FORM
(To be given on Company Letter Head)

The following are the particulars of deviations from the requirements of the tender Specifications.

S.No	Item Code	Description	Specification as per Tender	Deviation	Remarks (including Justification)

Place :

Date :

Signature and seal of the Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No deviations”

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of
(bidding firm name), having its registered office at (full
address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl.No.	Financial year	Turnover
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.)

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

ANNEXURE – VIII

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of payments.

BANK GUARANTEE FORM

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences
Mangalagiri - 522503

In consideration of All India Institute of Medical Sciences, Mangalagiri [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no dated _____ [hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. _____ (Rupees _____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertakes to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees _____).
2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
3. We _____ the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and

unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____ . We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Procurement Officer, All India Institute of Medical Sciences, Mangalagiri.
8. We, _____ the bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name & Address

**Name(s) &
Designation(s)**