

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health And Family Welfare
संगठन का नाम/Organisation Name	All India Institute Of Medical Sciences (aiims)
कार्यालय का नाम/Office Name	Bilaspur Himachal Pradesh
वस्तु श्रेणी /Item Category	Bus Hiring Service - Regular Basis - Local; 21; Non Deluxe (NDX); 1200 Km(s)*180 Hr(s) , Bus Hiring Service - Regular Basis - Local; 42; Non Deluxe (NDX); 1200 Km(s)*180 Hr(s)
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	31 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	6160000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	308000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

EXECUTIVE DIRECTOR

bilaspur himachal pradesh, Department of Health and Family Welfare, All India Institute of Medical Sciences (AIIMS), Ministry of Health and Family Welfare (Miscellaneous Account Aiims Bilaspur)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT

Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

10. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1770270814.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
16-02-2026 15:00:00	PROCUREMENT SECTION AIIMS BILASPUR

Bus Hiring Service - Regular Basis - Local; 21; Non Deluxe (NDX); 1200 Km(s)*180

Hr(s) (2)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service	Local
Vehicle Seating Capacity	21
Comfort Category	Non Deluxe (NDX)
Usage Variant	1200 Km(s)*180 Hr(s)
Fuel Type	Diesel
Year of Vehicle Model	Should not be older than 2023
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Night/Outstation Charges in Rs.	500

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Buses Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Dabhi Dipen Muljibhai	174001,aiims ,kothipura,changar palasia	2	N/A

Bus Hiring Service - Regular Basis - Local; 42; Non Deluxe (NDX); 1200 Km(s)*180 Hr(s) (1)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Service	Local

विवरण/ Specification	मूल्य/ Values
Vehicle Seating Capacity	42
Comfort Category	Non Deluxe (NDX)
Usage Variant	1200 Km(s)*180 Hr(s)
Fuel Type	Diesel
Year of Vehicle Model	Should not be older than 2023
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Night/Outstation Charges in Rs.	500

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Buses Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Dabhi Dipen Muljibhai	174001,aiims ,kothipura,changar palasia	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

It is mandatory for the drivers to undergo a medical and vision test before being employed by the service provider in AIIMS Duty.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws,

including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

अखिल भारतीय आयुर्विज्ञान संस्थान , बिलासपुर
हिमाचल प्रदेश -१७४००१

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
BILASPUR, HIMACHAL PRADESH-174001**



Brief Description of Goods/Services: Rate Contract for Engagement of various types of vehicles (Buses) on hire basis through GeM Portal for a period of Two Years at AIIMS Bilaspur, H.P. 174037,India

Subject: E-tender for Rate Contract for Engagement of various types of vehicles (Buses) on hire basis through GeM Portal for a period of Two Years at AIIMS Bilaspur, Himachal Pradesh

Online tenders (<https://gem.gov.in>), under two bid system, are invited from financially sound parties having business competency for **Rate Contract for Engagement of various types of vehicles (Buses) on hire basis through GeM Portal for a period of Two Years at AIIMS Bilaspur, Himachal Pradesh.**

Sr. No.	Name of Service	Estimated Contract Value (C.V.) in Rs.	EMD @5% of Estimated Contract Value	Security Deposit
				Bank Guarantee @5% of C.V.
1.	Rate Contract for Engagement of various types of vehicles (Buses) on hire basis through GeM Portal for a period of Two Years at AIIMS Bilaspur, Himachal Pradesh	Rs. 61,60,000	Rs. 3,08,000.00	5 % of award value

Note-For all tender terms, conditions and details, Rate Contract for Engagement of various types of vehicles (Buses) on hire basis through GeM Portal for a period of Two Years tender documents may be referred.

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Section -I**NOTICE INVITING BIDS (NIB)****ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

Bilaspur Himachal Pradesh – 174037

NOTICE INVITING BID (NIB)

On behalf of Executive Director, AIIMS Bilaspur, H.P. – 174037 online bids are invited from eligible and qualified firms/service providers for Engagement of various type of Vehicles (Buses) on hire basis for a period of Two years through GeM at AIIMS Bilaspur, H.P. 174037, India.

Sr. No.	E-Tender Enquiry Number	Brief Description of Goods (Item name) & quantity	Bid Security/ EMD Amount (in INR)
1.	As mentioned in GEM Bid	Rate Contract for Engagement of various types of vehicles (Buses) on a hire basis for a period of two Year on GeM Portal at AIIMS Bilaspur, H.P. 174037, India.	Rs. 3,08,000/-

CRITICAL DATE SHEET (Mentioned in GeM bid Document)

Bid Start Date	XX.XX.XXXX XX:XX PM
Bid End Date and Time	XX.XX.XXXX XX:XX PM
Bid Opening Date and Time	XX.XX.XXXX XX:XX PM
Contract Duration	Two Year
Contract Start Date	XX.XX.XXXX
Contract End Date	XX.XX.XXXX

Section – II

Instructions:

1. Interested bidders are advised to download the Tender Enquiry Document directly from the websites <https://gem.gov.in> and shall not tamper/modify it including the downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
2. The online submission of tender(s) can only be done through GeM Portal website:<https://gem.gov.in>.
3. The complete bidding process is online (Through Government-e-Marketplace).
4. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through the website (as described above) only. No deviation is acceptable.
5. Prospective bidders are advised to browse the above website regularly before submission of their bids as any further amendments/date extensions will be published on these websites only.
6. The EMD/Bid Security (Rs. 3,08,000/-) shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **'Miscellaneous Account AIIMS Bilaspur H.P. 174037'**. The original Earnest Money/Bid Security must be delivered to the office of **Faculty In charge Procurement, 2nd Floor, Administrative Block, AIIMS, Bilaspur, H.P. – 174037** till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

(Faculty In charge Procurement),

AIIMS Bilaspur

On behalf of Executive Director

Please visit the website <https://gem.gov.in> for further details of this tender.

Section-III

LIST OF REQUIREMENTS

Type & No. of vehicles required on hire purchase

S. No.	Vehicle Category	No. of Vehicles Required
1.	Bus with Seating Capacity 21 Seats (Upto 1200 Km * 180 Hours & if not utilized the 1200 km in one month carry forward the kms in next month)	02 Nos.
2.	Bus with Seating Capacity 42 Seats (Upto 1200 Km * 180 Hours & if not utilized the 1200 km in one month carry forward the kms in next month)	01 Nos.

- The above-mentioned numbers of required vehicles are an indicative number only.
- The numbers of vehicles are indicative and this can be increased or decreased as per actual requirement of AIIMS Bilaspur during the currency of contract.
- Toll, State Road Taxes, Parking charges & other govt. duties/charges may be paid extra on actual basis on submission of original receipt & invoice.
- Extra hours beyond the 180 hours, fixed charge will be paid by AIIMS Bilaspur to L1 bidder @ ₹155 for 21-Seater Bus and ₹ 190 for 42-Seater Bus for each extra hour (inclusive of Driver charges).
- Extra Kilometer fixed charge will be paid by AIIMS Bilaspur to L1 bidder @ ₹ 25.00 for 21-Seater Bus and ₹ 30 for 42-seater Bus per extra kilometer.
 - Night Halt Charges Policy: If any vehicle is halted during night hours—from 10:30 PM to 06:00 AM—a fixed Night Halt Charge of @ ₹500 per night shall be applicable and payable by AIIMS Bilaspur.

Section-IV
PRE-ELIGIBILITY CRITERIA

Participant Eligibility Criterion (To be verified by the buyer at the time of technical evaluation):-

Average Annual Turnover (For last 3 Financial Years) (In Lakhs):-

As per pt. 9.15.2 at Financial Capability of Important Provisions of Instruction to Bidder (ITB) of “Manual for procurement of consultancy & other Services 2017”:-

- a. The bidder must have average annual financial turnover of related services during the last three financial years i.e. 2021-22, 2022-23, 2023-24, should be at least Rs. 31.00 Lacs.

For technical evaluation, submission of the CA-certified turnover is compulsory.

Years of Past Experience Required:-

The Past Experience of Important Provisions of Instruction to Bidder (ITB) of “Manual for procurement of consultancy & other Services 2017”:-

- a. The bidder must have at least three years’ experience of providing similar type of services to Central/State Government /PSUs/Nationalized Banks/Reputed Organizations. Services rendered with list of such Central/State/PSUs/Nationalized Banks/Reputed Organizations with duration of service shall be furnished.
- b. The Bidder must have successfully executed/completed similar services (definition of “similar services” i.e. Transportation of People), over the last three years i.e. from 01.04.2022 to Bid submission last date.
 1. Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the total estimated cost;
OR
 2. Two Similar completed services costing not less than the amount equal to 60% (Sixty per cent) of the total estimated cost;
OR
 3. One Similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the total estimated cost.

The order copy and the performance certificate are mandatory for technical evaluation.

Startups and Micro & Small Enterprises (MSEs) may be considered for exemptions from the stipulated experience requirements, turnover thresholds, and Earnest Money Deposit (EMD) obligations, in accordance with the rules, regulations, and guidelines issued by the Department of Expenditure or any other competent Ministry.

Section-V

TECHNICAL TERMS & CONDITIONS

1. The service provider should be a proprietorship/partnership/registered firm/company and the vehicle(s) should be registered in Himachal/ Punjab/Delhi/NCR/Haryana/Chandigarh.
2. The contract for providing vehicles will be given to the lowest bidder who fulfils all the terms and conditions given in the tender document. The overall L-1 bidder will have to match the lowest bid for all the vehicle category of the tender, if he refuses to match the same the tender for that particular vehicle category will be allotted to the L-1 bidder of that vehicle category.
3. The AIIMS Bilaspur reserves the right to revise the requirements of vehicles being hired. The Tenderer shall be required to provide as many vehicles as may be required by the hirer.
4. In any case, the payment would be made based on the actual usage of the vehicles, irrespective of numbers mentioned above.
5. The vehicle deployed should be of latest model (vehicle model should not be older than year 2023 and EURO6/ BS6 compliant or as per applicability in state) and shall have clean seat covers and should be in good running condition. Vehicles should be comprehensively insured and should carry necessary permits/ clearance from the Transport Authority or any other concerned authority. The vehicles should also carry all necessary certificates/permits/permissions as per Govt. of India guidelines. In case of non-compliance, AIIMS shall not be responsible. It is responsibility of the successful bidder to submit all the above documents before executing the services. The delay and / or deficiency in submitting said document will draw a penalty of Rs. 1000 per day per incident.
6. The vehicles shall be made available 24x7 on all days including Saturday, Sunday & Holidays, if required.
7. The calculation of mileage of some of vehicles starting point shall be from AIIMS, Bilaspur and some of vehicle starting point will be from any other location as specified by AIIMS Bilaspur and will not be calculated on garage-to-garage basis. For this purpose, the service provider shall ensure that the odometer of the supplied vehicle is properly sealed. In case of any doubt the authorized officer of this AIIMS Bilaspur may get odometer of the vehicle checked from any authorized workshop at the cost-of-Service Provider.
8. A reporting point as certified by the user in standardize format to the relieving point AIIMS, Bilaspur a relieving point duly certified by the user in standardize format.
9. The L-1 bidder have to maintain a logbook for kilometers of each day running (record of in time and out time also).
10. The service provider shall provide name & address/es of the drivers. The drivers deputed for service to AIIMS Bilaspur should not have any Police records/ Criminal cases (previous or pending) against them. The service provider should make adequate enquiries about the antecedents and medical conditions of the drivers before deputing them for service to the hirer. It is responsibility of the successful bidder to fulfil the requirement in the said point and submit all the above documents before executing the services/induction of drivers. The delay and / or deficiency in submitting said document will draw a penalty of Rs. 1000 per day per incident.
11. The driver(s) should be in a proper uniform as per the state RTO rules or as decided by the authority. The driver should be well groomed & should not be habitual of smoking/ Chewing gutka or under the influence or liquor etc. The driver shall observe all the etiquette and protocol while performing duty. They should wear a proper uniform & must carry a mobile phone in working conditions, for which, no separate payment shall be made by the hirer.

12. The driver(s) deputed on duty should carry valid driving license. The Service Provider should also ensure that they have arrangement for establishing contact and round the clock service. For this purpose, they should have adequate numbers of telephones/mobiles.
13. The AIIMS Bilaspur shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the Service Provider.
14. The drivers should be well conversant with the roads and routes of Himachal Pradesh/Chandigarh/Punjab/Delhi/ NCR. The operation and functions of the drivers shall be governed as per the Motor Vehicles Act and Rules.
15. The drivers should always remain with the vehicle during the entire period of duty. In case of any need, they should seek permission from the concerned officers.
16. In case of any breakdown of vehicle on duty, the service provider shall make arrangement for providing another vehicle within 01 (one) hour of any such breakdown failing which penalty will be imposed as per penalty clause of the tender and charges of substitute vehicle provided from garage to the point of breakdown would be borne by the service provider.
17. A daily record indicating time and mileage for each vehicle shall be maintained as a voucher which should be submitted to the concerned officer of the AIIMS Bilaspur for scrutiny & payment of the bills.
18. All expenses relating to salary and allowances of the driver shall be borne by the Service Provider. Likewise, all expenditure related to the vehicle including insurance, maintenance & fuel etc. will also be borne by the Service Provider.
19. The Service Provider shall submit the undertaking to indemnify the department against all damages/charges arising on account of or connected with the negligence of the Service Provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof & after the award of contract successful bidder submit the agreement for the same on Rs. 100 stamp paper.
20. If the vehicles are not provided or does not report for duty on any day(s) or the driver reports late or there is violation of any other provision of the tender, then a penalty will be imposed as per penalty clause of the tender.
21. The service provider shall provide the vehicle of the make/model as per the terms of the contract/tender during the entire period of contract. In emergency and rare circumstances, this condition can be waived off by this AIIMS Bilaspur temporarily with the approval of the transport committee.
22. The service provider will comply with labour laws in force and all liabilities in this connection will be his responsibility.
23. The contract will be initially for a period of 24 (Twenty-four) months which may be further extended upto 12(Twelve) months subject to the satisfaction of the competent authority on the same terms and conditions.
24. In case quality of service by the Service Provider is found wanting, the transport committee may terminate the contract after giving 3 months' notice. In case of such termination, services of other empaneled Service Providers will be utilized.

25. The AIIMS Bilaspur will have the discretion to extend the period of contract or terminate the contract prematurely in case of unsatisfactory service.
26. Bidders have to submit a Bid Security (Earnest Money) of Rs.3,08,000/- in the form of demand draft or banker's cheque on any commercial bank in India or country of the bidder, in favour of the "Miscellaneous Account, AIIMS Bilaspur, H.P. 174037" (as indicated in the NIB) payable at Bilaspur, H.P. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified in tender document. Bid Security should remain valid for a period of at least Sixty days (60) days beyond the date of bid validity.
27. On acceptance of the bid, the Service Provider must submit Performance Security of an amount equivalent to 5% of the value of the contract in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee from any commercial bank in India in favour of the "Miscellaneous Account, AIIMS Bilaspur, H.P. 174037". The Performance Security should remain valid for a period of at least 90 days beyond the date of completion of the contract.
28. During the period of this agreement, any matter which has not been specifically covered by this agreement shall be decided by the AIIMS authority with the consent of both parties.
29. No conditional bids shall be entertained by the AIIMS Bilaspur and all conditional bids will be rejected summarily.
30. The contractor shall not be entitled to any increase in the rates quoted till the expiry of the contract. However, Diesel/Petrol rates as on date of agreement will be frozen. 10% fluctuation on both the side (Higher & Lower) will not be considered. However, if fluctuation may arise more than 10% that it will be considered on above or below the range of 10 %.
31. In case of any dispute, the courts at Bilaspur, H.P. will only have the jurisdiction to adjudicate upon.
32. The service provider must be complying all the documents required for this purpose i.e. Insurance, Road Tax, Permit or any other taxes as per transport authority should have been paid.
33. The Vehicle have the Emergency SOS button, Firefighting equipments, First Aid Kits & GPS access with AIIMS Bilaspur.
34. The vehicle to be provided for service must be equipped with Speedometer with speed limit as decided by authority/ state govt. norms.
35. Dustbin to be provided by service provider.

Section - VI

PENALTY CLAUSE

S. No.	Particulars	Penalty
1.	Non providing of Vehicle	The successful bidder must provide Vehicle within 01 hour of requisition failing which, the AIIMS Bilaspur reserves the right- a) To impose penalty to the extent of Rs.5,000/- for every such incident or b) The AIIMS Bilaspur may hire an alternate vehicle from any other available resources & can recover the full amount of the bill paid to alternate service provider from the bidder. or c) Can impose both a&b as stated above
2.	Driver Uniform	The driver should be in uniform. If found without uniform a penalty of Rs.1,000/- will be imposed for every such incident.
3.	Vehicle Breakdown	a. In case of breakdown of the vehicle (also non-working of air-conditioning) the bidder must arrange for an alternate vehicle within 01 hour of any such breakdown, failing which a penalty of Rs.2,000/- will be imposed for every such incident or b. The AIIMS Bilaspur may hire vehicle from any other available resources & can recover the full amount of the bill paid to other service provider from the bidder. or c. Can impose both a&b as stated above
4.	Vehicle Health & Documentation	The vehicle should be neat & clean & the vehicle documents like Insurance, permit etc. should be valid, failing which a penalty of Rs.2,000/- will be imposed for every such incident. The complaint by the user will be submitted to the transport committee, if justified, the penalty will be imposed and if the vehicle documents like Insurance, permit etc. not renewed on time the penalty of Rs. 2000/- per week will be imposed.
5.	Misbehavior/Misconduct /Rash Driving by Driver	The driver should be polite and should not indulge in any non-acceptable behavior/activity and should drive the vehicle as per specified speed limits as per govt. norms, failing which a penalty of Rs.10,000/- will be imposed for every such incident. The complaint by the user will be submitted to the transport committee, if justified, the penalty will be imposed.
6	Fraudulent claims	It is the responsibility of the service provider to submit the genuine bills. If any fraudulent claim is detected the billed amount will be forfeited. Additionally legal and administrative action will be taken besides imposing a penalty of Rs. 100,000/- per such incident.
7	SOPs	Standard operative procedure will be formulated by the authority/transport Committee. The L-1 bidder shall be complying the SOP and failure to comply to the SOP shall be attracting the penalty.
8	Smoking/ Chewing gutka or under the influence or liquor etc.	Rs. 1000/- on each instance & if the same person is repeated such instance, penalty is Rs. 2000/- or he may be removed from services as decided by authority
9	Basic requirements	Non availability of Emergency SOS button, Firefighting equipments, First Aid Kits & GPS access with AIIMS Bilaspur or any other specified items: Rs. 1000/- on each instance

All the bidders, who fulfill the above terms and conditions and GeM Terms and Conditions may register their bids through GeM only well in advance to avoid the last date of bidding, so that there is no cause of any complaints due to technical snag or server on the last date of Bidding. Please take note that the L-1 will be decided on the basis of eligibility criteria mentioned above and bid received on GeM portal.

Section - VII
GENERAL TERMS & CONDITIONS

Bid Security/Performance Security

1. The bidder should submit Bid Security for amount as shown in the Notice Inviting Bids (NIB) in Physical Form before the Bid End Date in favour of “Miscellaneous Account, AIIMS Bilaspur, H.P. 174037” to the office of Faculty In Charge Procurement, AIIMS Bilaspur, H.P. The Bid Security is required to protect the AIIMS Bilaspur against the risk of the bidder’s unwarranted conduct. If the bidder failed to submit Bid Security before the bid end their bid will be summarily rejected and will not be considered for further evaluation.
2. The Bid Security shall be denominated in Indian Rupees only. The Bid Security shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft/ Banker’s cheque
 - ii) Fixed Deposit Receipt
 - iii) Bank Guarantee
3. The demand draft or banker’s cheque shall be drawn on any commercial bank in India or country of the bidder, in favour of the “Miscellaneous Account, AIIMS Bilaspur, H.P. 174037”(as indicated in the NIB) payable at Bilaspur, H.P. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified in NIB.
4. The Bid Security shall be valid for a period of Sixty (60) days beyond the validity period of the bid.
5. The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
6. Bid Security is required to protect the AIIMS’s Bilaspur right against the risk of the Bidder’s conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading, or forged without prejudice to other rights of the AIIMS Bilaspur H.P. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of AIIMS Bilaspur if it fails to furnish the required performance security within the specified period.
7. In the case of Bank Guarantee furnished from banks outside India (i.e., foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

Performance Security

1. The successful bidder should submit Performance Security of 5% of the Total Order Value within 30 days after receiving of Order in Physical Form in favour of “Miscellaneous Account, AIIMS Bilaspur, H.P. 174037” valid up to Sixty (60) days after the date of completion of all contractual obligations by the supplier.

2. The Performance security shall be denominated in Indian Rupees only as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed format

In the event of any failure/default of the supplier with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in shall make the bidder liable for forfeiture of its Bid Security.

Contacting the AIIMS Bilaspur

1. From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the AIIMS Bilaspur for any reason relating to NIB/Bidding Document and/ or its bid, it should do so only in writing.
2. In case a bidder attempts to influence the AIIMS Bilaspur in the AIIMS's Bilaspur decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the AIIMS Bilaspur.

AIIMS's Bilaspur Right to accept any bid and to reject any or all bids.

1. The AIIMS Bilaspur reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

**** Toll, State Road Taxes, Parking charges & other govt. duties/charges may be paid extra on actual basis on submission of original receipt & invoice.**

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract no _____ dated _____ to supply _____ (*insert description of goods and services*) (Hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (*insert Amount of the guarantee in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee will remain in force up to _____ (*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)
..... Name
and designation of the officer
.....
..... Seal,
name & address of the Bank and address of the Branch

INTEGRITY PACT BETWEEN

(To be submitted on Rs. 100/- stamp paper in technical bid)

The Executive Director, All India Institute of Medical Sciences, Bilaspur (Represented by the Authorized Officer),
having office at Kothipura, Bilaspur H.P., hereinafter referred to as the 'the Institute',

AND

(Name of The Applicants and consortium members) hereinafter
referred to as "**The Applicant/Service Provider**".

Preamble: The Institute intends to award, under laid down organizational procedures, contract for Tender No. The Institute values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Applicants. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations.

Section 1. Commitments of the Institute

(1) The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Institute, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Institute will, during the pre-contract stage, treat all APPLICANTs alike, and will provide to all APPLICANTs the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTs.

(c) The Institute will exclude from the process all known prejudicial persons.

(2) If the Institute 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, the Institute will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Institute, the proceedings under the contract would not be stalled.

Section 2. Commitments of the Applicant / Service Provider

(1) The Applicant/Service Provider commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.

a. The Applicant/Service Provider will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Applicant/Service Provider will not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals, or any other actions to restrict competitiveness, or to introduce cartelization in the NIT process.

c. The Applicant/Service Provider will not commit any offence, under the relevant Anti-Corruption Laws of India; further the Applicant/Service Provider will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Institute, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Applicant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the NIT process, proposal evaluation, contracting and implementation of the contract.

e. The Applicant/Service Provider will, when presenting his proposal, 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 Applicant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

g. The Applicant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Income-Tax Institute.

(2) The Applicant/Service Provider will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3. Disqualification from or exclusion from future contracts

1. If the Applicant, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Applicant, into question, the Institute is entitled to disqualify the Applicant, from the tender process, or to terminate the contract, if already signed, for such reason.

2. If the Applicant/Service Provider has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Institute is entitled to disqualify the Applicant/Service Provider from the tender process, terminate the contract if already awarded and also, to exclude the Applicant/Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the hierarchy of the concern of the Applicant and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

3. The Applicant accepts and undertakes to respect and uphold, the Institute's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken.

Section 4. Compensation for damages

1. If the Institute has disqualified the Applicant from the tender process prior to the award, according to Section-3, the Institute is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Proposal Security.

2. If the Institute has terminated the contract according to Section-3, or if the Institute is entitled to terminate the contract according to Section-3, the Institute shall be entitled to demand and recover from the Service Provider, liquidated damages equivalent to Security Deposit/Performance Guarantee or any other amount as per prevailing guidelines.

3. The Applicant agrees and undertakes to pay the said amounts, without protest or demur.

Section 5. Previous transgression

1. The Applicant declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Central/State Govt. organization or PSU, that could justify his exclusion from the award of the contract.

2. If the Applicant makes an incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

3. The Applicant or any of its partners/directors, etc., should not have been blacklisted/debarred by any of the government agencies or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws, etc. by any court or any authority appointed to enforce any labour laws.

Section 6. Equal treatment of all Applicants/Service Providers/Sub- Contractors

1. The Applicant/Service Provider undertakes to demand from all sub- contractors, a commitment in conformity with this Integrity Pact, and to submit it to the Institute before contract signing.

2. The Institute will enter into agreements with identical conditions as this one which all Applicants, Service Providers and Sub-Contractor.

3. The Institute will disqualify from the tender process all Applicants, who do not sign this part or violate its provisions.

Section 7. Criminal charges against violating Applicants/ Service Providers

1. If the Institute obtains knowledge of conduct of an Applicant/Service Provider or Sub- Contractor, or of an employee, or a representative, or an associate of an Applicant/Service Provider, or Sub-Contractor, which constitutes corruption, or if the Institute has substantive suspicion, in this regard, the Institute will take necessary action accordingly.

Section 8. Pact Duration

1. This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract

Agreement is made.

2. 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 the Institute.
3. The Pact duration in respect of unsuccessful Applicants shall expire after 3 months of the award of the contract.

Section 9. Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Institute, i.e. Bilaspur Himachal Pradesh.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Applicant / Service Provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members. 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.

For the Institute

Place: Bilaspur H.P.

Witness-1 :

Witness-2 :

Date:

For the Applicant/Service Provider