

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.
36. **Successful bidder shall establish a functional local office within 20 km radius OR within 30 minutes travel time from the institute (whichever is earlier), within 15 days of award.**

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
10	Local Office	In case the successful bidder fails to establish a functional local office within the stipulated time, a penalty of ₹1,000 per day shall be levied for the delay period, subject to a maximum of 10% of the annual contract value. If the delay exceeds 30 days, the contract shall be liable for termination and forfeiture of Performance Security.

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

Technical eligibility checklist

Sr. No.	Technical Eligibility Parameters	Supportive Document Attached (Yes/No)	Page No./Remarks
01	MSE/Startup status on GeM portal		
02	If MSE/Startup, relevant supportive documents to be attached		
03	EMD or valid Exemption Certificate		
04	Average Annual Turnover for FY 2021-22, 2022-23, and 2023-24, duly certified by a Chartered Accountant		
05	Minimum 03 years' experience in similar type of services		
06	Performance certificates for the above 03 years' similar service experience		
07	Experience Requirement (01.04.2022 to Bid Publishing Date): Three works @40% OR Two works @60% OR One work @80% of ₹61.60 lakhs		
08	Performance certificates (indicating contract value) for the above experience requirement		
09	Integrity Pact on ₹100 non-judicial stamp paper		
10	Duly filled and signed Additional Terms & Conditions Compliance Sheet		
11	Any other relevant supportive documents (if applicable)		

Note:

1. *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.*
2. Any firm failing to submit the above-mentioned documents shall be **technically disqualified** and will not be considered for further evaluation. Bidders are therefore advised to carefully review the requirements and ensure submission of all relevant documents at the time of technical bid submission.
3. A scanned copy of the EMD/valid exemption certificate must be uploaded on the GeM portal. In addition, the hard copy of the EMD must be submitted to the Procurement Section, AIIMS Bilaspur, H.P. – 174037, on or before the last date of online bid submission on the GeM portal. Failure to submit the hard copy within the stipulated time shall result in **technical disqualification**, and such bids will not be considered further.