

NOTICE INVITING TENDERS



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

PATNA - 801507

(An Autonomous body under MoHFW, Govt. of India)

Two-Bid QCBS System e –TENDER

On behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna), invites electronic online bids (e-Tender) through website of AIIMS, Patna www.aiimspatna.org (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under **Quality and Cost Based Selection Two Bid system (Part I: Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Companies/Firms/Agencies “Annual Maintenance Contract for Website & Portal with hosting, Development & Maintenance of the AIIMS Patna.”** Manual bids shall not be accepted.

AIIMS, Patna request bidders to quote in line with tender documents uploaded & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening , failing which the bid shall be liable for rejection.

For & on behalf of
Director, AIIMS, Patna
Faculty in Charge
Procurement Cell

1. Online electronic bids (e-tenders) under two cover systems are invited on behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna) bid system (Techno-Commercial Bid and Financial Bid) from reputed, experienced and financially sound Companies/Firms/Agencies **“Annual Maintenance Contract for Website & Portal with hosting, Development & Maintenance of the AIIMS Patna.** Manual bids shall not be accepted. The Bidder submit bids all the documents only Online.
1. Tender documents may be view and downloaded from the website of AIIMS, Patna www.aiimspatna.org (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as Point No. 6 of NIT.
2. The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of bids.
3. Type of Tender: Open Tender –**QCBS Two Bid System.**
4. **Critical Date sheet :**

S.No	Particulars	Date & Time
I.	Published Date	30.12.2020 15:00 Hrs.
II.	Bid Document Download / Sale Start Date	30.12.2020 15:05 Hrs.
III.	Pre-Bid Meeting Date	03.01.2021 11:00 Hrs.
IV.	Seek Clarification Start Date	31.12.2020 10:00 Hrs.
V.	Seek Clarification End Date	03.01.2021 13:00 Hrs.
VI.	Bid Submission Start Date	07.01.2021 12:00 Hrs.
VII.	Bid Document Download / Sale End Date	20.01.2021 15:00 Hrs.
VIII.	Bid Submission End Date	20.01.2021 15:00 Hrs.
IX.	Bid Opening Date	21.01.2021 15:00 Hrs.
X.	Price Bid Opening Date & Time Cover-II	Date & time to be intimated later

7. Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 7.1 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 7.2 Tenderer who has downloaded the tender from the website of AIIMS, Patna www.aiimspatna.org and Central Public Procurement Portal

<https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

- 7.3 Intending tenderers are advised to visit again AIIMS, Patna web site www.aiimspatna.org and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
- 7.4 Applicant contractor/vendors/bidders must provide Tender fee/Cost & EMD Payment: Tender Fee/Cost & Earnest Money Deposit is to be deposited electronically by RTGS/NEFT in the account of AIIMS Patna at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

BANK Details for EMD Payment through NEFT/RTGS:
Bank Name – Bank of India,
IFS CODE: BKID0005793 Account No: 579310110002528

- 7.5 Tender Fee Rs. 1500/- and EMD Value Rs.10000/-
- 7.6 Period of Bid Validity Days: -150 days from the date of bid opening.
- 7.7 Duration for Completion of Supply: - As per tender document.
- 7.8 **All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD. NSIC/SSI /MSME certificate must be submitted online to avail the exemption from furnishing the EMD.**
- 7.9 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
- 7.10 **AIIMS Patna reserve the right to reject any or all tenders and shall not be bound to assign the any reason for such rejection.**

8. Submission of Tender

- 8.1. The tender shall be submitted online in two part, viz., technical bid and price bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- 8.2. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8.3. Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed and scanned copy of Checklist for Bid security **“Annexure –IV”**
- (iii) Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form **“Annexure-I”**.

- (iv) Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).
- (v) Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.
- (vi) The Bidder should be registered in India under the Indian Companies Act 1956/2013 and should have operated in India for a minimum of **1 year**.
- (vii) Copy of resolution for authorised signatory to sign the bid along with name and designation as per **Annexure –VI**.
- (viii) Complete Postal address of the Head of Office.
- (ix) Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.
- (x) Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. **(Minimum Annual Turnover must be Rs. 40 lakh in each of 3 years reckoned backwards up to 31st March 2020) as per Annexure – II.**
- (xi) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. **(Annexure -VII)**
- (xii) Signed & scanned copy of Certificate of experience **(Annexure -VIII).**
- (xiii) Signed and scanned copy of Work order certificate -The bidder should have prior experience of having executed or executing Digital PR and/or Social Media/ Branding Activity for any State Government/ Central Government/State PSU/ Central PSU/ International Organisation **of minimum order of Rs. 10 lakh.**
- (xiv) Signed and scanned copy of Self declaration that the Bidder does not have any relation with the person authorized for Technical Evaluation of the Tender, or involved in finalizing the Tender.
- (xv) Bank Guarantee Form For Performance Security as per **Annexure -IX**
- (xvi) Indemnity Bond as per **Annexure -X**
- (xvii) Signed & scanned copy of Mandate form. **(Annexure -XI)**
- (xviii) Signed and scanned Copy of Integrity Pact as per. **(Annexure -XIV)**
- (xix) Signed & Scanned Copy of check list of the document submitted along with the page numbers **(Annexure -V).**
- (xx) Signed, Stamped and Scanned copies of Tender document and addenda/ corrigenda.
- (xxi) Technical proposal -A technical document giving details of the methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.
- (xxii) Undertaking for restriction on procurement from a bidder of a country which share a land border with India. **(Annexure-XV)**
- (xxiii) Any other documents.

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

9. PRICE BID

Schedule of price bid in the form of BOQ_XXXX .xls

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

ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA

(An Autonomous body under MoHFW, Govt. of India)



TENDER ENQUIRY DOCUMENT **(QCBS Two-Bid System e –TENDER)**

Tender Enquiry No.	AIIMSP/2020-21/IT/30865
Brief Description :	QCBS Two-Bid System Annual Maintenance Contract for Website & Portal with hosting, Development & Maintenance of the AIIMS Patna e –TENDER

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
PATNA - 801507

(An Autonomous body under MoHFW, Govt. of India)



Tender No. **AIIMSP/2020-21/Admin/**

Dated.....

Instructions for Online Bid Submission

The Director, AIIMS Patna, invites electronic online bids (e-Tender) through website of AIIMS, Patna www.aiimspatna.org (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under **Two Bid Quality and Cost Based Selection system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Companies/Firms/Agencies “Annual Maintenance Contract for Website & Portal with hosting, Development & Maintenance of the AIIMS Patna.”**

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

1. REGISTRATION

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

2. SEARCHING FOR TENDER DOCUMENTS

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

3. PREPARATION OF BIDS

- 3.1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 3.4 Any query / Clarification / objection / suggestion related to the Tender will be entertained only through the CPP Portal Query Section. Any query / Clarification / objection / suggestion received through any other medium like Email, Fax or Letter will not be entertained under any circumstances.

4. CORRIGENDUM

- 4.1 Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- 4.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and Website of AIIMS Patna.

5. SUBMISSION OF BIDS:

- 5.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.6 All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 5.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.9 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.
- 6.3 Any query / Clarification / objection / suggestion related to the Tender will be entertained only through the CPP Portal Query Section. Any query / Clarification / objection / suggestion received

through any other medium like Email, Fax or Letter will not be entertained under any circumstances.

7. Guideline for submission of bid:

- **Technical Bid:**

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed and scanned copy of Checklist for Bid security **“Annexure –IV”**
- (iii) Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form **“Annexure-I”**.
- (iv) Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).
- (v) Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.
- (vi) The Bidder should be registered in India under the Indian Companies Act 1956/2013 and should have operated in India for a minimum of **1 year**.
- (vii) Copy of resolution for authorised signatory to sign the bid along with name and designation as per **Annexure –VI**.
- (viii) Complete Postal address of the Head of Office.
- (ix) Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.
- (x) Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. **(Minimum Annual Turnover must be Rs. 40 lakh in each of 3 years reckoned backwards up to 31st March 2020)** as per **Annexure – II**.
- (xi) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. **(Annexure -VII)**
- (xii) Signed & scanned copy of Certificate of experience **(Annexure -VIII)**.
- (xiii) Signed and scanned copy of Work order certificate -The bidder should have prior experience of having executed or executing Digital PR and/or Social Media/ Branding Activity for any State Government/ Central Government/State PSU/ Central PSU/ International Organisation **of minimum order of Rs. 10 lakh**.
- (xiv) Signed and scanned copy of Self declaration that the Bidder does not have any relation with the person authorized for Technical Evaluation of the Tender, or involved in finalizing the Tender.
- (xv) Bank Guarantee Form For Performance Security as per **Annexure -IX**
- (xvi) Indemnity Bond as per **Annexure -X**
- (xvii) Signed & scanned copy of Mandate form. **(Annexure -XI)**
- (xviii) Signed and scanned Copy of Integrity Pact as per. **(Annexure -XIV)**
- (xix) Signed & Scanned Copy of check list of the document submitted along with the page numbers **(Annexure -V)**.
- (xx) Signed, Stamped and Scanned copies of Tender document and addenda/ corrigenda.
- (xxi) Technical proposal -A technical document giving details of the methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.

- (xxii) Undertaking for restriction on procurement from a bidder of a country which share a land border with India. **(Annexure-XV)**
- (xxiii) Any other documents.

8. Price Bid / Financial Bid :

Schedule of price bid in the form of BOQ_XXXX .xls

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

Note: Instructions related to column 11 of BoQ related to "Currency Conversion against each Item". Select "Full Conversion" in case the Bidder wants to Quote Goods in INR only. Select "Partial Conversion" in case the Bidder wants to Quote Goods in Foreign currency OR in both foreign currency and INR. It is mandatory to Quote "Turnkey" and "CAMC" in INR only.

If Quoted Currency is not in Foreign Currency, Column No. 13 can't be blank, it is mandatory to fill 0.00 at least. If the bidder give any item(s) free of cost then it is mandatory to fill 0.00 at least.

9. ELIGIBILITY CRITERIA

• Documents for Establishing Bidder's Eligibility

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed and scanned copy of Checklist for Bid security **"Annexure –IV"**
- (iii) Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form **"Annexure-I"**.
- (iv) Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).
- (v) Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.
- (vi) The Bidder should be registered in India under the Indian Companies Act 1956/2013 and should have operated in India for a minimum of **1 year**.
- (vii) Copy of resolution for authorised signatory to sign the bid along with name and designation as per **Annexure –VI**.
- (viii) Complete Postal address of the Head of Office.
- (ix) Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.

- (x) Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (**Minimum Annual Turnover must be Rs. 40 lakh in each of 3 years reckoned backwards up to 31st March 2020**) as per **Annexure – II**.
- (xi) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. (**Annexure -VII**)
- (xii) Signed & scanned copy of Certificate of experience (**Annexure -VIII**).
- (xiii) Signed and scanned copy of Work order certificate -The bidder should have prior experience of having executed or executing Digital PR and/or Social Media/ Branding Activity for any State Government/ Central Government/State PSU/ Central PSU/ International Organisation **of minimum order of Rs. 10 lakh**.
- (xiv) Signed and scanned copy of Self declaration that the Bidder does not have any relation with the person authorized for Technical Evaluation of the Tender, or involved in finalizing the Tender.
- (xv) Bank Guarantee Form For Performance Security as per **Annexure -IX**
- (xvi) Indemnity Bond as per **Annexure -X**
- (xvii) Signed & scanned copy of Mandate form. (**Annexure -XI**)
- (xviii) Signed and scanned Copy of Integrity Pact as per. (**Annexure -XIV**)
- (xix) Signed & Scanned Copy of check list of the document submitted along with the page numbers (**Annexure -V**).
- (xx) Signed, Stamped and Scanned copies of Tender document and addenda/ corrigenda.
- (xxi) Technical proposal -A technical document giving details of the methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.
- (xxii) Undertaking for restriction on procurement from a bidder of a country which share a land border with India. (**Annexure-XV**)
- (xxiii) Any other documents.

10. GENERAL INSTRUCTIONS TO BIDDERS (GIB)

TENDER NOTICE

Annual Maintenance Contract for Website & Portal with hosting, Development & Maintenance of the AIIMS Patna

On behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna), invites electronic online bids (e-Tender) through website of AIIMS, Patna www.aiimspatna.org (for ref. only) and CPPP website <https://eprocure.gov.in/eprocure/app> under **Quality and Cost Based Selection Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ)** from reputed, experienced and financially sound Companies/Firms/Agencies “Annual Maintenance Contract For Website & Portal with hosting, Development & Maintenance of the AIIMS Patna.” Manual bids shall not be accepted.

10.1. Critical Date sheet :

S.No	Particulars	Date & Time
I.	Published Date	30.12.2020 15:00 Hrs.
II.	Bid Document Download / Sale Start Date	30.12.2020 15:05 Hrs.
III.	Pre-Bid Meeting Date	03.01.2021 11:00 Hrs.
IV.	Seek Clarification Start Date	31.12.2020 10:00 Hrs.
V.	Seek Clarification End Date	03.01.2021 13:00 Hrs.
VI.	Bid Submission Start Date	07.01.2021 12:00 Hrs.
VII.	Bid Document Download / Sale End Date	20.01.2021 15:00 Hrs.
VIII.	Bid Submission End Date	20.01.2021 15:00 Hrs.
IX.	Bid Opening Date	21.01.2021 15:00 Hrs.
X.	Price Bid Opening Date & Time Cover-II	Date & time to be intimated later

10.2. Eligibility of Bidders

S.No.	Basic Requirement	Eligibility Criteria	Documents Required
1	Legal Entity	The Bidder should be registered in India under the Indian Companies Act 1956/2013 and should have operated in India for a minimum of 1 year.	Copy of Certificate of Incorporation from Registrar of Companies
2	Annual Turnover	Annual Turnover of the bidder from PR and/or Social Media / Branding in India during each of the last three financial years, i.e., from 2016-17 to 2018-19 (as per the last published audited balance sheets), should be at least INR 40 Lakh	CA Certificate with CA's Registration Number/ Seal

3	Net worth Certificate	The net worth of the bidder, as on 31-Mar- 2020, should be Positive	CA Certificate with CA's Registration Number/ Seal
4	Work Order Certificate	The bidder should have prior experience of having executed or executing Digital PR and/or Social Media/ Branding Activity for any State Government/ Central Government/State PSU/ Central PSU/ International Organisation of minimum order of Rs. 10 lacs	Copy of Work Order / Contract to be attached (with clear details around scope of work and value of the Project).
5	Tax Registration	The bidder should have a registered GST number and PAN Number	Copies of relevant GST Registration and PAN Card

10.3. The bidder should submit:-

- A partnership deed in case of a partnership firm and PAN number of the partners,
- Memorandum and article of association and certificate of registration in case of Private/Public limited company or registered society and
- PAN number of the proprietor in case of proprietorship concern
- PAN number of each member of the consortium
- Certificate of registration of GST issued by GST Authorities in regard of the bidding entities.
- The bidder should not be blacklisted by Any Central or State Government, Public Sector Undertakings or any other Government controlled agency.

Note:- Documentary evidence in respect of eligibility criteria mentioned above must be enclosed with the offer.

10.4. Submission of E-Tender

- The bid along with the necessary document should be uploaded in the <https://eprocure.gov.in/eprocure/app> Portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <https://eprocure.gov.in/eprocure/app> in two bid system (i) Technical bid (ii) Financial bid in the prescribed pro-forma. All the documents in support of eligibility criterial are also to be scanned and uploaded along with the tender document. Tender sent in any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the Tender document.
- The AIIMS reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all the tender without assigning any reason. The decision of the Director of AIIMS in this regard shall be final and binding on all.
- All tender forms duly filled along with tender fee INR 1500 (Non-Refundable) should be deposited in the account of AIIMS. The details of accounts is as under:-

Bank Name – Bank of India,

IFS CODE: BKID0005793 Account No: 579310110002528

The copy of UTR should be uploaded with technical bid, no tender fee will be accepted offline. Incomplete tender in any respect shall be summarily rejected.

10.5. EARNEST MONEY (EMD)

- I. Earnest money deposit of Rs.10,000/- (Rs. Ten thousand only) should be paid online through RTGS/NEFT. The details of RTGS/NEFT is as under:-
Bank Name – Bank of India,
IFS CODE: BKID0005793 Account No: 579310110002528
- II. The proof of EMD should be uploaded with technical Bid or the tender. The earnest money will be refunded to unsuccessful bidders within 3 months of finalization of tender. The earnest money may be returned back to the Successful Tenderer, after receipt of Security Deposit before signing of Agreement.
- III. EMD in any other format is not acceptable.

10.6. SECTION – I

1. The bid along with the necessary document should be uploaded in <https://eprocure.gov.in/eprocure/app> Portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <https://eprocure.gov.in/eprocure/app> in two bid system (i) Technical bid (ii) Financial bid in the prescribed pro-forma. All the documents in support of eligibility criteria are also to be scanned and uploaded along with the tender document. Tender sent in any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the Tender document.
2. The AIIMS reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tender without assigning any reason. The decision of the Director of AIIMS in this regard shall be final and binding on all.
3. The bid is non-transferable.
4. The bidder should be registered as a Society, Firm or Company or Partnership.
5. The bidder submitting their bid would be deemed to have read and accept all the terms & conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the bid.
6. In case of a proprietorship firm, only Proprietor will sign the bid document. In case of Partnership firm, authorized partner of the firm shall sign the bid document and attested copy of authorization of such partner shall be uploaded with bid. In case of a company bid documents shall be affixed with the seal of the company and signed by such person/persons as may be authorized by the Articles of Association of the company and or a resolution of the Board of Directors thereof to sign for and on behalf of the company and duly attested copy of the resolution shall be uploaded with the bid. The cancellation of any document such as power of attorney, partnership deed etc. shall immediately be communicated by the bidder to the Institute in the writing, failing which the Institute shall have no responsibility or liability of any action, taken on the strength of the said documents.
7. Only proprietor will sign the Agreement in case of Award of work to a Proprietary Firm. However in case of Partnership Firm only legally authorised person will sign the Agreement.
8. The schedule of rate(s)/fee must be carefully and properly filled. All rates/fee should be mentioned in Words as well as in figures. Please note NO correction and alteration in the financial bid will be

allowed. In case of difference, rate / fee mentioned in words will be taken into account for decision making.

9. Subletting of contract, wholly or partially, in any form is strictly prohibited and would entail termination of contract with forfeiture of security deposit and imposition of penalty and such other action as may be deemed essential in the sole discretion of the Director, AIIMS.
10. All the pages of the bid and supporting document, annexure/enclosure etc. must be numbered serially, signed and stamped by the bidder and mention the total no of pages on the Technical bid form at Part-A.
11. Only those bidders who successfully qualify in the Technical Bid will be allowed to participate in the bidding process.
12. The employees of AIIMS or their family members shall not be eligible to participate in the bid process. For the purpose of this clause family member means only dependent Parents, Sons, Daughters, Sisters and Spouse.
13. All letters/email posted/sent to the successful bidder on the address given in the bid will be considered to have been delivered. Accordingly, Prospective bidder are advised to write their full & correct postal address.
14. The Institute reserves its right to reject any or all bids received at any point of time without assigning any reason in lieu thereof.
15. In the event of withdrawal by abider before the expiry of validity of offer, Institute shall have right to forfeit the Earnest Money Deposit (EMD).
16. The Institute reserves the right to seek clarifications on any documents or any information provided by the bidder at the stage of technical evaluation. However no additional certificate/document shall be entertained. The Clarifications shall be provided by the bidder at that stage in the affidavit format.

10.7. SECTION – II

Instruction for Technical & Financial Bid

10.7.1. Instruction for Technical Bid

The bidder shall upload the valid document, certificates and affidavit as listed below with the Technical Bid shall specify the page no., failing which bid will be summarily rejected:-

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed and scanned copy of Checklist for Bid security **“Annexure –IV”**
- (iii) Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form **“Annexure-I”**.
- (iv) Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).
- (v) Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.
- (vi) The Bidder should be registered in India under the Indian Companies Act 1956/2013 and should have operated in India for a minimum of **1 year**.
- (vii) Copy of resolution for authorised signatory to sign the bid along with name and designation as per **Annexure –VI**.
- (viii) Complete Postal address of the Head of Office.
- (ix) Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.

- (x) Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. **(Minimum Annual Turnover must be Rs. 40 lakh in each of 3 years reckoned backwards up to 31st March 2020) as per Annexure – II.**
- (xi) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. **(Annexure -VII)**
- (xii) Signed & scanned copy of Certificate of experience **(Annexure -VIII).**
- (xiii) Signed and scanned copy of Work order certificate -The bidder should have prior experience of having executed or executing Digital PR and/or Social Media/ Branding Activity for any State Government/ Central Government/State PSU/ Central PSU/ International Organisation **of minimum order of Rs. 10 lakh.**
- (xiv) Signed and scanned copy of Self declaration that the Bidder does not have any relation with the person authorized for Technical Evaluation of the Tender, or involved in finalizing the Tender.
- (xv) Bank Guarantee Form For Performance Security as per **Annexure -IX**
- (xvi) Indemnity Bond as per **Annexure -X**
- (xvii) Signed & scanned copy of Mandate form. **(Annexure -XI)**
- (xviii) Signed and scanned Copy of Integrity Pact as per. **(Annexure -XIV)**
- (xix) Signed & Scanned Copy of check list of the document submitted along with the page numbers **(Annexure -V).**
- (xx) Signed, Stamped and Scanned copies of Tender document and addenda/ corrigenda.
- (xxi) Technical proposal -A technical document giving details of the methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.
- (xxii) Undertaking for restriction on procurement from a bidder of a country which share a land border with India. **(Annexure-XV)**
- (xxiii) Any other documents.

10.7.2. Instruction for Financial Bid

The bidder shall complete bid as per the point given below and shall upload all the below mentioned documents / certificates with financial bid, failing which bid shall summarily be rejected:-

- (a) The bidder must quote in figure as well as in words the amount offered and in the event of any discrepancies, the amount quoted in the word would be taken to be the offered amount.
- (b) The bidder should ensure that the rates are written in such a way that no blank space is there.
- (c) Bidder must clearly specify the GST to be paid extra, failing which price will be taken as basic price excluding GST. GST will not be considered for deciding L-1.
- (d) Rates and Tender will be finalized on the basis of criteria as laid down in **Section-V.**

10.7.3. Bid shall be rejected if

- (a) Bidder fails to upload the scanned copy of the tender fee.
- (b) Bidder fails to upload the scanned copy of EMD.
- (c) Bidder fails to upload the document, certificates and affidavit, as listed in the point mentioned in the point no.10.7.1. and 10.7.2 of Section – II.
- (d) Authenticity of any of the supporting document found to be fabricated.
- (e) Bid sent through courier service or deposited by hand.

- (f) Bidder tries to influence any official of the Institute, in any manner whatsoever.
- (g) Bid is found to be incomplete in any respect.
- (h) Bid is found to be conditional.
- (i) Any affidavit / declaration / certification is found to be false or untrue or incorrect or forged or deceitful at any point of time.

11. SECTION – III

11.1. CONSIDERATION / COMPENSATION / PAYMENT:-

- a. The successful bidder shall submit monthly bill in duplicate to the Institute for the services rendered by the successful bidder in the preceding month. The payment shall be released on satisfactory performance of work, which shall be certified by the officer designed by the Institute for the said purpose.
- b. The successful bidder shall submit bills complete in all respect in the first week of every month. Subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the successful bidder within 30 days from the date of receipt of bills, submitted along with proofs of payment under statutory obligations.
- c. The successful bidder should also fully indemnify any legal and financial liability bestowed upon the Institute in respect to the personnel employed / deputed under the agreement as executed between the Institute and successful bidder.
- d. The successful bidder shall abide by and follow all laws enforce from time to time in respect of his staff. The Institute will in no way be responsible for any liability or claim of the personnel employed by the successful bidder. Institute shall be indemnified from any dispute / claim arising out of the work done under the contract by the successful bidder. The successful bidder shall be fully responsible for the payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfilment of the terms of the contract. The successful bidder will make full arrangement and responsible for safety and security of all such staff.
- e. If, at any later date, it is found that the information, documents, and certificate submitted by successful bidder / contractor are wrong / forged / fake / false or manipulated, bid / contract shall be cancelled and EMD / Security Deposit with the Institute shall be forfeited without any claim whatsoever against the Institute. If at any time it is also found that any type of liability / responsibility fixed on the Institute or its employees by any Govt. or Local Bodies regarding the bid / contract, the total responsibility will have to be borne by the bidder / contractor.

11.2. COMPLIANCE OF LABOUR STATUES:

- a) The Successful Bidder shall comply with all the statues pertaining to Labour Laws which are in force at present or which may come into force during currency of the contract.
- b) The Successful Bidder shall agree to maintain employment records in respect of its personnel as required under various Labour Statutes, such as attendance register, wage register, wage slips, bonus register and leave register etc. If Successful Bidder engages 20 or more personnel in the Institute premises, the Successful Bidder shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.
- c) It will be the sole responsibility of the Successful Bidder to abide by the provisions of all Labour Laws as to the Workers engaged by him for performance of the contract.

11.3. CONTROL AND SUPERVISION OF SUCCESSFUL BIDDER PERSONNEL

- a. The successful bidder shall in person or through the supervisor, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligation under the contract and shall be fully responsible for maintaining discipline, peace. Good behaviour, appearance of the personnel deployed in the Institute premises.
- b. In the event of the work carried out by the successful bidder or its personnel if being not found satisfactory, the successful bidder upon advise, direction or orders from the Institute shall take immediate necessary steps so as to provide from, uninterrupted and effective services, as per terms of contract.
- c. The successful bidder shall ensure that personnel engaged by them shall remain on the premises of the Institute as per timing indicated by the Institute. However, prior permission have to be obtained by the successful bidder / its supervisor from the Institute in the event of successful bidder / its personnel being required to remain on the Institute premises beyond the aforesaid stipulated time and / or on Sundays or fixed public holidays for any reason whatsoever.

11.4. DAMAGE TO PERSON OR PROPERTY

- a. The successful bidder shall ensure that the Institute shall in no way be held responsible or liable to meet any claim of the personnel deployed by the successful bidder against any accident or injury etc. suffered by the personnel or successful bidder during the course of his employment.
- b. The successful bidder shall indemnify the Institute at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the successful bidder in carrying out contract and against all cost or expenditure incurred by the Institute in the connection therewith.
- c. The Institute shall be entitled to deduct any amount for such claims including cost and expenses in connection with such claim from the money payable by ways of consideration as aforesaid.
- d. If in the course of execution of the contract by the successful bidder, any damage is caused by the successful bidder or its personnel deployed in the Institute premises to persons and property of the Institute, the successful bidder shall be liable for the same and indemnify the Institute against such damages. Successful bidder shall also render all assistance and cooperation to the Institute in the event of any enquiry related to any accident.
- e. In case of any lapse, default and negligence, fraud etc. on the part of successful bidder or its personnel deployed the Institute premises, due to which the Institute suffers any loss, the successful bidders shall be responsible to the indemnity the loss or damages to the Institute. However, Institute will be at liberty to recover such losses from the security deposit and / or other payment due to him.
- f. The successful bidder shall indemnify the Institute against any action proceeding, claims or demands of any person, or its personnel made against the Institute in respect of services. The successful bidders shall also indemnify the Institute for any commission or omission or default on the part of successful bidder, its personnel or agent which the Institute may have to pay, incur or sustain by reason of any such action, proceedings, claims or demands or otherwise in relation thereto, or any reasons whatsoever.

11.5. VALIDITY OF TENDER:-

The initial validity of the offer made in tender document is 150 days from the date of opening of the technical bid. At the behest of the Institute the Successful bidder shall increase the validity period of his offer subject to a maximum of another ninety days.

11.6. MISCELLANEOUS LIABILITY AND RESPONSIBILITY

- a. The successful bidder shall not divulge any information confidential or otherwise that he may come across. The successful bidder has been granted permission by the Institute to enter the premises only for the purpose of carrying out the contractual obligations or not for any other reasons or purpose. It is specifically made clear to the successful bidder that such license is valid only during the subsistence of the contract and such license shall not be construed to confer any right or on the successful bidder and or for its personnel including the right to tenancy, sub-tenancy etc.
- b. Any financial liability arising to the Institute under the contract shall be deducted from the bills of successful bidder and if the full amount is not recovered then the same shall be recovered from the security money of the successful bidder.
- c. The successful bidder and their staff / personnel shall follow the instruction / direction / orders / rules and regulation of the Institute enforce or as amended from time to time from competent authority of the Institute or officer nominated by the Institute or Nodal Officer from the Institute. The successful bidder on the direction, order or advice of the Institute will be under mandatory obligation to change the personnel immediately.
- d. The Director of the Institute or any officer authorised by the Institute may review or ascertain and enforce due and proper observation of the laws and rules and regulation. The officer so authorised by the Institute or the Director of the Institute may investigate into any complaint regarding default in terms & conditions of bid / agreement committed by the successful bidder.
- e. No party shall be allowed to represent by the legal or expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Institute against the successful bidder.

11.7. COMMENCEMENT OF WORK:

The successful bidder is required to sign the Agreement and start the work within fifteen (15) days from signing of the Agreement. In case it is found that the work has not been taken up within such days from the date of signing the Agreement, the Institute as its sole discretion may cancel the same and forfeit the earnest money deposit or security deposit, as the case may be.

11.8. PERIOD OF CONTRACT AND ITS RENEWAL:

- a. **The life of the contract shall be for a maximum period of three (03) years from the date of execution of the Agreement, which will be renewed every year based on satisfactory performance.**
- b. Renewal of contract shall be made on the same terms & conditions on which the initial agreement has been entered into.

11.9. TAXES AND DUTIES:-

- a. Statutory levies like Turnover Tax, Income Tax, deduction at source and other statutory levies, as applicable from time to time, will be deducted from the bills of the successful bidder.

- b. GST and other taxes, as applicable from time to time, shall be paid additionally.

11.10. SECURITY DEPOSIT:-

- a. The service provider / successful tenderer shall submit security deposit of the amount 10 percent of tender value, having validity of 42 months. The services provider / successful tenderer shall ensure the extension of its validity for further period, if the contract is extended.
- b. The security deposit may be made in the form of bank guarantee of any scheduled bank, in favour 'Director, AIIMS, Patna'.
- c. The security deposit shall be released, or refunded, as the case may be, only upon expiry of period of six (6) months after expiry of the contract or its termination, as the case may be, after adjustment of all dues of the Institute or damages of any kind, if any. The Institute shall be entitled to adjust any and every due amount from the said security deposit.
- d. The security deposit would also stand forfeited, in its entirety, in case the service provider / successful tenderer withdraw in violation of "period of contract".

11.11. PENALTY

11.11.1. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-

- a. Neither party shall be entitled to withdraw from the contract during the initial period of one and a half year.
- b. After expiry of the initial period of one year, either party shall entitled to withdraw from the contract after serving three months' notice in writing to the other party in this behalf.
- c. **Notwithstanding any other provision contained herein, in all cases of withdrawal from contract or termination of contract under clause 11.11.2, the service provider shall have to continue the work under the contract till and alternative arrangement is made by the Institute. In the event of failure to observe this condition, the entire Security Deposit, as also any and all other dues, lying with the Institute, would stand forfeited.**

11.11.2. TERMINATION OF AGREEMENT:

After giving opportunity of being heard to the successful tenderer, in summary proceeding, the Institute may terminate the contract in the event of:-

- a. Breach of any of the terms & conditions of this contract.
- b. Any document or information uploaded by the successful tenderer, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- c. Interference, in any form, during inspections by an inspector nominated by the Director.
- d. The successful tenderer fails to observe agreed service standards or fails to provide services in conformity with Institute, instructions or procedures or protocol.
- e. The presentations and declarations made by the successful tenderer before entering into the contract with regards to its performance of services, functions etc. are found to be false and misleading.
- f. The successful tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.
- g. If liquidator or Receiver is appointed to take possession of undertaking, business or assets of successful tenderer.

11.11.3. ASSIGNMENT:-

Successful Tenderer shall have no right to assign, transfer or sublet the Contract arising out of this Tender.

11.11.4. GOVERNING LAW:-

The law of India shall apply to the contract arising out of the bid. The Courts at Bihar shall have exclusive jurisdiction in all matters arising out of the contract.

11.11.5. ACTS OF GOD & OTHERS:-

Neither party to the Agreement shall be responsible for any delay in performance of any terms & conditions herein to the extent delay is caused by act of God or any other cause beyond their reasonable control.

11.11.6. SETTLEMENT OF DISPUTE AND ARBITRATION:-

- a. In the event of any dispute or difference between the parties relating to or concerning the interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties, as far as possible, by mature discussions and consultation between themselves. The dispute shall be so settled only when the same has arisen during the subsistence of the contract.
- b. No parties shall be allowed to be represented by a lawyer during any proceeding of mutual discussions and consultation.
- c. In the event of any dispute or differences, arising in connection with the contract, whether during the subsistence of the contract or at any time after the expiry thereof, not being resolved in the manner provided in clause 'a' above, the same shall be referred to the Sole Arbitrator to be appointed within 03 months of raising of such disputes by the Director under the provision of the ARBITRATION AND CONCILIATION ACT, 1996. The place of arbitration shall be Lucknow.
- d. The decision so taken by the Director, in accordance with clause 'c' shall be final and binding on the parties.

11.11.7. SPECIAL CONDITION:-

Notwithstanding anything contained in this bid document, special terms & conditions mentioned in Section – II shall prevail over the general terms & conditions mentioned in Section – II of this bid document.

11.11.8. STAMP DUTY:-

Stamp duty payable on Agreement shall be borne by the Successful bidder.

12. SECTION – IV

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS FOR:-

12.1. Website Development & Maintenance

- I. The scope of website development work includes UI/UX Design of website with graphics and content. The content of the website should be SEO friendly.
- II. The graphics should include Home Page Banner, Internal Page Banners and side images wherever required.
- III. The Gallery area should have all the images and videos necessary.
- IV. The contact area should have enquiry form with Call and Email CTA.
- V. The website should have navigation feature with Google map integration.
- VI. There should be a real-time Dashboard where available No. of beds, ICUs etc. should be mentioned for which agency should deploy a dedicated manpower in the premises for regular updating.
- VII. The agency should provide complete CMS admin panel of then website.
- VIII. The agency should configure the website with Google Analytics and Google Webmaster.
- IX. The agency will be responsible for the maintenance of the website which includes Content Management, banner updating, Information security management and keep the website up.

12.2. Social Media Optimization

- I. The agency should have complete Understanding of the institution objectives & prepare the digital strategy.
- II. Regular Posting (Total 30 Creatives in a month) on all Social Media Channels: Facebook, Instagram, LinkedIn and Twitter
- III. The Agency should submit Monthly analytics report of all the social media mentioned and prepare next month calendar accordingly

12.3. Online Reputation Management

- I. The agency should respond to all the comments, replies, messages and tagged post with appropriate protocol and response time
- II. Social Listening of the engagement on Facebook, Twitter, Instagram & LinkedIn.

12.4. Google My Business Page Optimization

- I. The agency should create Google My Business Profile of the Institution (AIIMS Patna) and do regular posting on it.
- II. The agency should optimize the targeted keyword for the GMB Page Optimization.

12.5. Digital Ads Management

- I. The agency shall be responsible for preparation of Media Plan for various campaign on social media.
- II. The agency should have complete analytics driven monitoring for running of all digital Ads.

12.6. Search Engine Optimization (SEO)

- I. The agency is responsible for optimising and raking the website through ON Page and off Page SEO.
- II. The agency should plan and prepare competition and keyword analysis along with the regular Technical Audit of the website.
- III. The agency is responsible for carrying complete ON Page SEO and OFF Page SEO.
- IV. The agency should prepare regular report for the task to be performed for On Page and off page SEO.
- V. The agency should regularly track SERP for various keyword ranking report.
- VI. The agency should provide monthly report with KPIs mentioned and next month strategy based on SEO analytics.
- VII. The agency should also engage with the audience on Microblogging Quora for Q&A.

12.7. YouTube Search Engine Optimization

- I. The agency is responsible for YouTube Keyword research for YouTube Channel Optimization.
- II. The agency is responsible for optimizing all the videos (maximum 15 Videos in a month) on AIIMS Patna YouTube Channel with appropriate title, description Hashtags, trending tags etc.
- III. The agency is responsible for submitting monthly analytics report.

12.8. Website, thus developed shall be the property of AIIMS Patna including its content and the software and the successful vendor will share and transfer complete know how to AIIMS Patna.

12.9. Hosting on site NIC.

12.10. Should ensure that there is no hacking or unauthorized access.

12.11. Should upload any link as provided and should be functional.

12.12. Deliverables

1. SLA Reports
2. Weekly status reports
3. Monthly status reports
4. Quarterly management review as required by AIIMS Patna.
5. SRS (Software Requirement Specification) to be updated after any change/ version upgradations
6. High Level System specification document to be updated after any change/ version upgradations
7. System performance testing reports periodically and after every major change mentioned above.
8. Security testing reports updated and in case of major changes

12.13. Service Level Agreement (SLA)

Sl. No.	Description of Service Item	Measurement Methodology	Measurement Frequency	Breach level	Penalty
(1)	(2)	(3)	(4)	(5)	(6)
1	Application Availability Selected bidder shall ensure that all relevant events are logged and such logs are made accessible to the department for review/ report through SLA monitoring tool in a readable format.	Availability in % = $\{1 - [(Application\ downtime)/(Total\ Time)]\} * 100$ Total time shall be measured on 24*7*365 days. Application downtime shall be measured from the time the application becomes unavailable (due to any reason) to the end user, to the time it becomes fully available for the user. Planned downtime can be taken at night hrs (12:01 am- 6am) with prior approval.	Monthly	<99.5%	2% of Monthly payment with additional 1% for every 1% drop in availability per month
2	New Change Requests if any	Change Request tracker	Monthly	>7 days	2 % of Monthly Payment and additional 1% for every further delay.
3	Security Breach or loss of data	Incident Report SLA Monitoring tool Selected bidder shall ensure that all relevant events are logged and such logs are made accessible to the department for review/ report through SLA monitoring tool in a readable format.	Monthly	>0	2 % of Monthly Payment per instance
4	Availability & visualization of data	The visualization of data/content outcomes should be available & visible on the portal for 99.9% counted on monthly basis	Monthly	Target 99.9%	1% of Monthly Payment
5.	SLA Defects/ Issues/ Incidents	High Level Issue: P1 Medium Level Issue: P2 Low Level Issue: P3	Monthly	P1< 4 Hrs P2< 8 Hrs P3<24 Hrs	

Note:

- I. Total penalty for Month will be limited to 10% of the Monthly payment (MP).
- II. In case of 10% or more penalty calculation for two consecutive Months, the performance of bidder will be considered as unsatisfactory and can be terminated. The decision of termination lies with AIIMS Patna

13. SECTION – V

13.1. EVALUATION CRITERIA

The agency will be evaluated on following parameters for selection.

13.1.1. Marks on Documentation

S.No.	Criteria	Proof of Document	Marks	Max. Marks
A	Organizational Strength & Project Experience			45
1	Experience in handling 360° campaign (covering designing/ production of creative/ commercials for various media including print, TV, radio, online, outdoor etc.) and Digital Media (social media, Website/Application development Internet marketing, blogs etc.)	Work Order/Client Letter/ Job Completion certificate	1 project= 02 Marks 2 projects= 04 Marks 3 projects = 06 Marks 4 projects = 08 Marks >4 projects = 10 Marks	10
2	Experience in assisting Central Govt./ State Govt. / Central PSU/ State PSU in Promotion through Digital PR activity / Social Media/Branding/Website/Application Development in last 2 year	Work Order/Client Letter/ Job Completion certificate	1 project= 02 Marks 2 projects= 04 Marks 3 projects = 06 Marks 4 or more projects = 08 Marks	8
3	Experience in Digital PR/Social Media Promotion/Digital /Website/Application Development Branding for healthcare/Social sector	Work Order/Client Letter/ Job Completion certificate	For each projects = 2 marks 4 or more Project = 8 marks	8
4	Experience in Digital PR/Social Media Promotion/Digital Branding /Website /Application Development for Higher educational sector (Post 12 th)	Work Order/Client Letter/ Job Completion certificate	For each projects = 2 marks 4 or more Project = 8 marks	8
5	Quality of Team Proposed	Certificates of completion	Certification of Graphics and Animation= 3 Marks Certification of Google Analysis = 2 Mark Certification of Digital Ads = 3 Marks	8
6	Any National level award won by Agency/Start-up Promoter(s)			3

13.1.2. Marks on Technical Presentation

S.No.	Criteria	Max. Marks
B	Technical Solution Evaluation (Must be given by the Project Manager proposed for the assignment)	55
1	Manpower mapping plan explaining the synchronization of proposed resources with the scope of work.	15
2	Technical Presentation:	40
	<p>Understanding of Objectives and examples from similar campaigns in other Medical/Healthcare institution.</p> <p>Digital Marketing Strategy for Social Media Promotion.</p> <p>Digital Communication Strategy.</p> <p>Minimum No. of resources that will be dedicated for the project.</p> <p>Provide Case Study with Past Work Profile in where the agency has executed the mentioned tasks for any of their clients:</p> <ul style="list-style-type: none"> • Expertise in SMO and SMM • Website Design & Development • Details of highly engaging campaigns • Optimization of media budgets by controlled Cost Methods through best Cost per Engagement • Engagement Analysis and actions to improve engagement on Social Media • Trending Content <p>Appreciation of the Pitch – by evaluation team</p>	
Total Score		100

13.2. Evaluation of Financial Proposal

The envelope containing the financial proposal shall not be opened till the technical evaluation is complete. The financial proposal of only such bidders will be opened who obtain minimum qualifying marks / standards prescribed for the technical proposal.

13.3. Final Evaluation

- I. The selection method is **Quality cum Cost Based Selection (QCBS)**.
- II. **The above score will be combined with bid amount equivalent score calculated score through the QCBS scheme.**
- III. **Technical Bid score will get a weightage of 70% (denoted by ST) and Financial Bid score a weightage of 30% (denoted by SF).**

The process of selection of successful bidder for the purpose of award of contract shall be as follows:-

a. Calculation of Technical Score (ST)

T= Technical Marks obtain by the individual Bidder

TH= Highest Technical Marks obtain by the individual Bidder

ST = Technical Score obtain by the individual Bidder

Calculation of ST will be as per the below formulae:-

$$ST = 100 \times (T/TH)$$

b. Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder

FL = Lowest Total Financial Bid amount quoted by individual Bidder

SF = Financial score obtain by the individual Bidder

Calculation of SF will be as per the below formulae:-

$$SF = 100 \times (FL/F)$$

c. Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each firm by assigning 70% weightage to Technical Score (ST) and 30% weightage of Financial Score (SF) using the formula given below:-

$$S = (ST \times 0.7) + (SF \times 0.3)$$

• Final Selection Method

Bidder with the highest final composite score will be awarded the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first

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

Date:

To,
The Director,
AIIMS Patna

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web _____ site(s) _____ namely: _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

TENDER ACCEPTANCE FORM**Annual Maintenance Contract for Website & Portal with hosting, Development & Maintenance of the AIIMS Patna**

Tender No:

Due date for tender:

Opening time & date of tender:

Affix duly
attested P.P.
Size
photograph
of the bidder

S.No	item	Details
1 .	Details of Bidder	
	i. Name of Bidding Entity	
	ii. Registration number of the Bidding Entity	
	iii. Regd. Address	
	iv. PAN No.	
2.	Details of Authorized Signatory of bidder for the tender	
	i. Name	
	ii. Designation	
	iii. Address	
	iv. Office Telephone No	
	v. Mobile No.	
	vi. Fax No.	
3.	Details of Authorized Person of bidder to deal with	
	i. Name	
	ii. Designation	
	iii. Communication Address	
	iv. Telephone No	
	v. Fax No.	

	vi. Email address	
4.	Please specify as to whether bidder is a sole Proprietor/partnership Firm/Company/Society/Consortium Name, address/ Telephone No. of Supply Installation and commissioning of CCTV Solution, at AIIMS Patna/ partners	A. B. C. D.

5.	Details of earnest money deposited	
(i)	Amount	
(ii)	RTGS/NEFT Details	
(iii)	Date of Transfer	
(iv)	Name of the issuing authority	
6.	Confirm your organization employees more than 20 employees	
7.	PF Registration No. ESI Registration No. GST Registration No.	
8.	Any other information.	

9. Declaration by the contractor:-

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions and instruction contained herein and undertake myself / ourselves abide by the said terms and conditions.

(Signature of Tenderer)

Name:

Designation:

Address:

Phone No.(O):

Dated:

CERTIFICATE

This is to certify that the annual turnover of M/S.....PAN No.
 GST No.....having its office at.....is in the business of.....
for the following financial years are as follows:-

<i>Financial Years</i>	<i>Turnover (INR)</i>
<i>2017-2018</i>	
<i>2018-2019</i>	
<i>2019-2020</i>	

Name, signature and Seal of Chartered Accountant

Date.....

Place.....

Annexure-IV

‘For Website Development & Maintenance of the AIIMS Patna.

Check list for Bid Security (To be submitted offline)

S.No	Document	Yes/No	Page No
1.	Bid Security (Earnest Money Deposit) for an amount of 10000/- transferred through RTGS/NEFT.		

Check List for Submission of Online Bid (Scanned Legible Photocopies of Authenticated Documents (With Signature's And Company Seal) To Be Submitted:

<u>S.no</u>	<u>Particulars</u>	<u>Uploaded (Yes/No)</u>	<u>Page No.</u>
1.	Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.		
2.	Signed and scanned copy of Checklist for Bid security “Annexure –IV”		
3.	Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form “Annexure-I”.		
4.	Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).		
5.	Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.		
6.	The Bidder should be registered in India under the Indian Companies Act 1956/2013 and should have operated in India for a minimum of 1 year.		
7.	Copy of resolution for authorised signatory to sign the bid along with name and designation as per Annexure –VI.		
8.	Complete Postal address of the Head of Office.		
9.	Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.		
10.	Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 40 lakh in each of 3 years reckoned backwards up to 31st March 2020) as per Annexure – II.		
11.	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. (Annexure -VII)		
12.	Signed & scanned copy of Certificate of experience (Annexure -VIII).		
13.	Signed and scanned copy of Work order certificate - The bidder should have prior experience of having executed or executing Digital PR and/or Social Media/ Branding Activity for any State Government/ Central Government/State PSU/ Central PSU/ International		

	Organisation of minimum order of Rs. 10 lakh.		
14.	Signed and scanned copy of Self declaration that the Bidder does not have any relation with the person authorized for Technical Evaluation of the Tender, or involved in finalizing the Tender.		
15.	Indemnity Bond as per Annexure -X		
16.	Signed & scanned copy of Mandate form. (Annexure -XI)		
17.	Signed and scanned Copy of Integrity Pact as per. (Annexure -XIV)		
18.	Signed & Scanned Copy of check list of the document submitted along with the page numbers (Annexure -V).		
19.	Signed, Stamped and Scanned copies of Tender document and addenda/ corrigenda.		
20.	Technical proposal -A technical document giving details of the methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.		
21.	Undertaking for restriction on procurement from a bidder of a country which share a land border with India. (Annexure-XV)		
22.	Any other documents.		

Note: All the pages of tender document and its enclosures must be numbered and signed with stamp.

Signature of the Bidder

With Address and Seal

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

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

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

Dated this the ___ day of 20__ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 100)

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

1. I am authorized signatory of the agency/firm and is competent to sign this affidavit and
execute this tender document;

2. I have carefully read and understood entire tender document including all the terms and
conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my tender
at any stage besides liabilities towards prosecution under appropriate law.

4. I/We further undertake that no case/enquiry/investigation is pending with the
police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as
individual or against legal entity of the Company /Firm/Agency.

5. I/We further undertake that none of the Proprietor/Partners/Directors of the
Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the
Government have banned /suspended/blacklisted business dealings. I/We further undertake to
report to the Faculty-in-Charge Procurement Cell, AIIMS, Patna immediately after we are
informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors
are Proprietor or Partner or Director of such an Agency which is banned/suspended in future
during the currency of the Contract with you.

6. I/We further undertake that our firm/company is fulfilling all the terms and
conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the
tender document. If at any time including the currency of the Contract, any discrepancy is found
relating to our eligibility or the process of award of the contract criteria, this may lead to
termination of contract and/or any other action deemed fit by the Institute.

Date:
Place:
Seal of the Agency

(Signature of the
Bidder)
Name:
Designation
Address:

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

Deponent

Format of Experience Certificate

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. in lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay & work completed)

* **Attach** certificate (s) of payments.

** Immediately preceding the financial year in which bids are received.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

To

All India Institute of Medical Sciences, Patna
Phulwarisharif, Patna – 801505.

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

1. We..... the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is breach by the supplier / contractor of any of the terms & conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms & conditions as stipulated in the order or amendment (s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms & conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees).

2. We,the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms & conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We, the bank undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier / contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of ur liability for payment thereunder and the said supplier / contractor shall have no claim against us for making such payment.

4. We, the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms & conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or form time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms & conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs..... (Rupees) and shall remain in force up to Unless demand or claim under this guarantee is made on us in writing within six (6) months from the date of expiry viz. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to the Director, All India Institute of Medical Sciences, Patna.

8. We, the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on day of

Signature
For the Bank
Name (s) & Designation (s)

Witness :
Name & Address

(To be executed on a non-judicial stamp paper of Rs. 100/-)

INDEMNITY BOND

1. This Indemnity Bond is executed on this.....day of..... by Shri..... s/o Shri..... resident of in favour of DIRECTOR, AIIMS PATNA, Bihar.
2. The executant is the Proprietor/Partner/Director of M/S..... situated at..... and has submitted bids to the DIRECTOR AIIMS PATNA, Bihar for the tender on '**Annual Maintenance Contract for Website & Portal with hosting, Development & Maintenance of the AIIMS Patna**'.
3. The executant undertakes to indemnify the AIIMS PATNA, from any injury, loss or damage caused to or suffered by any person or property, arising out of or relating to provision of OPD Casualty and Indoor Patient registration and billing and the consequential claim or claims shall be borne by the executant who hereby indemnifies and safeguards the AIIMS PATNA, in respect of any of such claim or claims.

EXECUTANT

MANDATE FORM
(Account/s Information form)
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/
NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR
RECEIVING PAYMENTS

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	

B. BANK DETAILS

ACCOUNT NAME (Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NO	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant.	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

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

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

(.....)

Signature of Customer

(Bank's Stamp)

(.....)

Signature of Customer

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

Please attach a Cancelled Cheque along with the account information form.

Integrity Pact
(On Non-Judicial Stamp paper of Rs. 100)

Between
 All India Institute of Medical Sciences, hereinafter, referred to as "AIIMS Patna",
 and
 hereinafter referred to as "The Bidder(s)/Contractor(s)"

Preamble

The AIIMS Patna intends to award, under laid down organisational procedures, contract/s forThe AIIMS Patna values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparencies in its relations with its Bidder(s) and / or Contractor(s).

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

Section - 1 Commitments of AIIMS Patna

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

Section - 2 Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of AIIMS Patna's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS Patna as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name & address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has

made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section - 4 Compensation for Damages

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

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

Section - 5 Previous Transgression

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

Section - 6 Equal treatment of all Bidder (s)/Contractor (s)

In case of Sub-contracting, the AIIMS Patna Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)

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

Section - 8 Independent External Monitor

1. The AIIMS Patna appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director AIIMS Patna.
3. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Patna including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS Patna and recuse himself/herself from that case.
5. The AIIMS Patna will provide to the Monitor sufficient information about all meetings among the

parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director AIIMS Patna and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director AIIMS Patna, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Patna and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director AIIMS Patna, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Patna has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word Monitor, would include both singular and plural.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director of AIIMS Patna.

Section - 10 Other Provisions

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

For and on behalf of the AIIMS Patna
Office Seal

Place: _____

Date : _____

For & on behalf of Bidder/Contractor
Office Seal

Witness 1: _____

Witness 2: _____

Undertaking for restriction on procurement from a bidder of a country which share a land border with India.

Certificate to be submitted by Bidder:-

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certified that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certified that this bidder fulfils all requirements in this regards and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Signature and Stamp of the Bidder

Or

Certificate to be submitted by Bidder for work involving possibility of sub- contracting:-

“I have read the clause regarding restriction on procurement from a bidder of a country with share a land border with India and on sub-contracting to contractors from such country; I certified that this bidder is not from such a county or, if from such a county, has been registered with the competent authority and will not sub- contract any work to a contractor form such countries unless such contractor is registered with the competent authority. I hereby certified that this bidder fulfils or requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached].

Signature and Stamp of the Bidder