



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA

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

TENDER ENQUIRY DOCUMENT

Advertised Tender Enquiry No. :	AIIMSP/PC/21-22/ENT/6352
Brief Description of Goods :	Tender for Expansion of Audiology and Speech Rehabilitation Services on PPP Mode at AIIMS, Patna

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Introduction

Cochlear Implant program has become an integral part of ENT dept. of AIIMS, Patna. Many patients of this part of our country are being benefited by AIIMS, Patna Cochlear Implant Program. Patient who had to go outside Bihar to get themselves operated are now getting operated at AIIMS, Patna with the help of government aids and at negligible cost.

Unfortunately Cochlear Implants does not end at the surgical interventions. The real work starts after the surgery which includes extensive rehabilitation services in terms of speech therapy for at least 1-2 years.

Audiology and speech services are an integral part of ENT dept. The increasing load to audiology services is well established at AIIMS, Patna which is evident from long waiting for all the procedure. To cater the existing load it was decided by the competent authority that a mechanism should be worked out under PPP mode to provide improved access to Audiology & Speech rehabilitation service.

Public Private Partnership for Audiology & Speech rehabilitation service:

- (i) Service Provider should provide medical human resource, Audiology & Speech rehabilitation service, ENT equipment's along with infrastructure, ENT Instruments, spares and consumables.
- (ii) AIIMS, Patna should provide space in Hospitals, Power and water supply and recover 25% of the net collection amount in favour of the institute as a profit in a PPP mode.

NOTICE INVITING TENDERS



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

PATNA - 801507

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

TWO-BID 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 Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Companies/Firms/Agencies for “**Expansion of Audiology and Speech Rehabilitation Services on PPP Mode at 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.

Bid Security Declaration (as per attached format) 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 for “**Expansion of Audiology and Speech Rehabilitation Services on PPP Mode at AIIMS, Patna**”. Manual bids shall not be accepted. The Bidder submit bids all the documents only Online.
2. 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. 4 of NIT.
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 –Two Bid System.
4. **Critical Date sheet** :

S.No	Particulars	Date & Time
(i)	Published Date	04.10.2021 (12:00 Hrs.)
(ii)	Bid Document Download / Sale Start Date	04.10.2021 (12:05 Hrs.)
(iii)	Bid Submission Start Date	12.10.2021 (12:00 Hrs.)
(iv)	Bid Document Download / Sale End Date	25.10.2021 (14:00 Hrs.)
(v)	Seek Clarification Start Date	05.10.2021 (10:00Hrs.)
(vi)	Seek Clarification End Date	07.10.2021 (13:00 Hrs.)
(vii)	Bid Submission End Date	25.10.2021 (14:00 Hrs.)
(viii)	Bid Opening Date	26.10.2021 (14:00 Hrs.)
(ix)	Price Bid Opening Date & Time Cover-II	Date & time to be intimated later

5. 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.

- 5.1 **Not more than one tender shall be submitted by one contactor 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.**
- 5.2 **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.

- 5.3 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.
- 5.4 Applicant contractor/vendors/bidders must provide Tender fee/Cost Payment: Tender Fee/Cost 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

- 5.5 Tender Fee Rs. 1500/- and EMD Value - NIL
- 5.6 Period of Bid Validity Days: -270 days from the date of bid opening.
- 5.7 Duration for Completion of Supply: - As per tender document.
- 5.8 All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD fee. NSIC/SSI/MSME certificate must be submitted online to avail the exemption from furnishing the EMD.
- 5.9 Any tender received without Bid Security Declaration as specified in tender document shall not be considered and shall be summarily rejected.
- 5.10 The bidder has to submit a Performance Bank Guarantee (PGB) amounting Rs. 5 Lakh.
- 5.11 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.
- 5.12 AIIMS Patna reserve the right to reject any or all tenders and shall not be bound to assign the any reason for such rejection.

6. Submission of Tender

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.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

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, duly attested copy of PAN, duly attested copy of GST registration certificate.
- ii. Bid Security Declaration Form (EMD Declaration). “Annexure – XVII”.
- iii. Signed and Scanned copy of Tender Acceptance letter “Annexure-I” and No deviation certificate “Annexure-II”.
- iv. Signed and scanned copy of Power of Attorney as per “Annexure – V” in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of **Audiology and Speech Rehabilitation Services.**
- v. Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years up to **31st March 2021** duly certified by the Chartered Accountants. (**Minimum annual Turnover must be Rs. One Crore**)
- vi. Registration Certificate of Laboratory.
- vii. Valid RCI Accreditation Certificate (Rehabilitation Council of India) & should be enrolled with ADP Scheme.

- viii. Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where **Audiology and Speech Rehabilitation Services** has been provided.
- ix. Signed and scanned copy of performance certificate issued by Head of the Department or Institution after a minimum period of six months of **Audiology and Speech Rehabilitation Services**.
- x. Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna 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.
- xi. Signed & scanned copy of Affidavit, to the effect that the bidder is not providing the services to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (**ANNEXURE – “IX”**).
- xii. Signed & scanned copy of Mandate form.
- xiii. Signed and scanned Copy of **Integrity Pact as per Annexure-XIV**.
- xiv. Undertaking as per “Annexure – XVI”.
- xv. Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.

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.

7 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(if any) would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

PATNA - 801507

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

Procurement Cell, Phulwarisharif, Patna-801507, Bihar.

No. AIIMSP/PC/21-22/ENT/6352

Dated.....

Instructions for Online Bid Submission

The Director, AIIMS Patna, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced and financially sound Companies/Firms/Agencies online through E-procurement solution portal of <https://eprocure.gov.in/eprocure/app> on mutually agreed terms and conditions and satisfactory performance for the “**Expansion of Audiology and Speech Rehabilitation Services on PPP Mode at AIIMS, Patna**”.

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

1.0 REGISTRATION

- 1.1 Bidders are required to enroll 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 Enrollment” on the CPP Portal which is free of charge.
- 1.2 As part of the enrollment 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 enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 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.

2.0 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.

3.0 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.

4.0 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.

5.0 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.

6.0 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.

7. Guideline for submission of bid :

A. 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, duly attested copy of PAN, duly attested copy of GST registration certificate.
- ii. Bid Security Declaration Form (EMD Declaration). “Annexure – XVII”.
- iii. Signed and Scanned copy of Tender Acceptance letter “Annexure-I” and No deviation certificate “Annexure-II”.
- iv. Signed and scanned copy of Power of Attorney as per “Annexure – V” in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of **Audiology and Speech Rehabilitation Services**.
- v. Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years **31st March 2021** duly certified by the Chartered Accountants. (**Minimum annual Turnover must be Rs. One Crore**)
- vi. Registration Certificate of Laboratory.
- vii. Valid RCI Accreditation Certificate (Rehabilitation Council of India) & should be enrolled with ADP Scheme.
- viii. Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where **Audiology and Speech Rehabilitation Services** has been provided.
- ix. Signed and scanned copy of performance certificate issued by Head of the Department or Institution after a minimum period of six months of **Audiology and Speech Rehabilitation Services**.
- x. Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna 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.
- xi. Signed & scanned copy of Affidavit, to the effect that the bidder is not providing the services to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (**ANNEXURE – “IX”**).
- xii. Signed & scanned copy of Mandate form.
- xiii. Signed and scanned Copy of **Integrity Pact as per Annexure-XIV**.
- xiv. Undertaking as per “Annexure – XVI”.
- xv. Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.

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.

B. 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(if any) would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

Sl. No.	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)	Page No.
1.	Signed and scanned copy of proof for payment of Tender fee.		
2.	Bid Security Declaration Form (EMD Declaration). “Annexure – XVII”		
3.	Duly attested copy of PAN, duly attested copy of GST registration certificate.		
4.	Signed and Scanned copy of Tender Acceptance letter “ Annexure-I ” and No deviation certificate “ Annexure-II ”.		
5.	Signed and scanned copy of Power of Attorney as per “ Annexure – V ” in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of Audiology and Speech Rehabilitation Services as per “ Annexure-VI ”		
6.	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation.		
7.	Signed and Scanned copy of Statements of turnover per year for last three successive years up to 31st March 2021 duly certified by the Chartered Accountants. . (Minimum annual Turnover must be Rs. One Crore)		
8.	Registration Certificate of Laboratory		
9.	Valid RCI Accreditation Certificate (Rehabilitation Council of India) & should be enrolled with ADP Scheme.		
10.	Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where Audiology and Speech Rehabilitation Services was provided by the bidder.		
11.	Signed and scanned copy of performance certificate issued by Head of the Department or Institution after a minimum period of six months of Audiology and Speech Rehabilitation Services.		
12.	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per “ Annexure-VII ”.		
13.	Signed & scanned copy of Affidavit, to the effect that the bidder is not providing the quoted services to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (ANNEXURE – “IX”).		
14.	Copy of duly attested copy of Mandate form (as Annexure-“XI”).		
15.	Signed & scanned Copy of Integrity Pact as per Annexure-XIV)		
16.	Undertaking as per “Annexure – XVI”.		
17.	Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.		

B. Checklist of documents to be submitted online:

Price Bid /Financial Bid:

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

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Any person who is in Government service or an employee of the department should not be a partner to the contract by the bidder directly or indirectly in any manner whatsoever.
2. The prices quoted shall be firm and shall include all applicable taxes and duties.
3. Service Provider should provide all the services (mentioned in Scope of Work) at AIIMS, Patna.
4. Service Provider is responsible for all the services as per scope related to OPD/IPD patients. Services to EHS and BPL patients will be provided only if the required test is/are not available in the institutional laboratory.
5. The space for running the laboratory will be provided by the institute (AIIMS) in the Hospital premises. The furnishing of the laboratory will be done by the Service Provider. The water and electricity bill will be paid by the Service Provider.
6. AIIMS, Patna will allow use of electricity and water for which service provider will pay Consumption charges as per prevailing rules of energy supplier. Service provider will apply for the installation of separate electric meter in its name and the installation charges for such a connection will be borne by the service provider. The service provider will make payment of energy consumed for the diagnostic facility directly to energy supplier as per rules.
7. The laboratory should be made fully operational maximum by 4 weeks (including lab Furnishing, installation of equipment's). The clinical manpower should have RCI accreditation and preferably empanelled with the ADIP scheme of India which is targeted towards speech therapy of deaf mute kids.
8. All the tests (as mentioned in BOQ) have to be carried out in the provided laboratory premises of the institute. The performance of the laboratory will be under the supervision of the respective departments i.e. ENT of AIIMS.
9. Service Provider can use the HIS or their own software for generating the report. The report should contain the name of AIIMS, Patna.
10. The laboratory will have to send / deliver the reports within the suitable turnaround time. In emergency case reports may also be asked / communicated telephonically and to be followed by delivery of written reports, the reports shall have to be prepared in duplicate out of which one copy should be delivered to the patient and the second copy shall be enclosed in one bunch later along with the bills for verification.
11. The data generated through the laboratory covered in this contract will be the intellectual property of the institute (AIIMS Patna).
12. The laboratory must contain to remain accredited during the term/tenure of the Contract. If accreditation is cancelled during the contract period, his contract will also be cancelled without any notice.
13. The Laboratory will submit an undertaking that the charges quoted are not higher than they have quoted in any Government Hospital.
14. The Laboratory shall indemnify the Department against all other damages/Charges and expenses for which the Government may be held liable or pay on account of the negligence of the Laboratory or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
15. **The contract will be awarded initially for a period of three years extendable for further two years on the same terms & conditions, on mutual consent of both the parties and satisfactory performance of the bidder.**
16. The Director, AIIMS or person authorized by Director, Reserves the right to terminate the contract without assigning any reason by giving to the Bidder one calendar months' notice, of its intention to do so and on the expiry of the said Period of notice, the contract shall come to an end without prejudice for any right of Remedy that may be accrued to other party by reason of any incident which of any terms Thereof. Such notice may be signed on behalf of Director, AIIMS Patna.
17. If any information documents furnished by the Bidder are found to be incorrect/fake/Forged at any time, the contract shall be terminated without any notice and the Performance Security will be forfeited.

18. In case the Laboratory fails to commence/execute the work as stipulated in the agreement Or there is a breach of any terms and condition of the contract, Director, AIIMS, Patna or person authorised by Director, AIIMS, Patna, reserves the right to impose the Penalty as detailed below:-
- (i) 2% of the expected expenditure per week, up to 4 weeks.
 - (ii) After 4 weeks, Director, AIIMS or person authorised by Director, AIIMS, reserves the right to cancel the contract and withhold the agreement and get this job Carried out through other agencies. The defaulting bidder will be black listed and attract Penal action as per clause stated in (i) above and difference if any, will be recovered from The bidder.
 - (iii) The Performance Security deposited by the Agency will be forfeited.
19. The tenderer shall clearly specify whether tender is submitted on behalf of his own or on behalf of a partnership firm or company. In case the tender is submitted in behalf of Partnership firm or company, the tenderer should enclose the certified Copy of Partnership Deed (in case of Partnership Firm) or copy of Memorandum of Association (in case of Company) along with Authorization Letter to sign/participate in the tender and also to deal with the Hospital Authorities after award of contract. No partnership deed will be accepted after submission of Tender bid. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person of the forms as the case may be in all matters pertaining to the contract including arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the Government may, without prejudice to other civil and criminal remedies cancel the contract of registered/unregistered Partnership Firm, all the partners should sign quotations.
20. The Laboratory has to maintain all the relevant records, registers and documents are required by the Labour Department, Regional Provident Fund Commission and employees State Insurance Corporation or other local bodies/Govt. bodies as per the existing rules or as amended from time to time.
21. In case of any violation of statutory provision under Labour laws/BMW rules or otherwise on behalf of the bidder, there will not be any liability on Hospital Authority.
22. In the event of any dispute arising in connection with the interpretation of any clause in the terms and condition of contract, agreement, or otherwise the matter shall be referred to the Director AIIMS, Patna.
23. If any complaint of misbehavior and misconduct comes into the knowledge of the Medical Superintendent then all such responsibility shall be of the bidder. He will responsible to make good for the losses so suffered by the department.
24. If That the Laboratory will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of investigation.
25. The department shall not be liable to provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the Hospital at any time.
26. The Laboratory shall, for providing proper services, ensure the following:-
- i. Daily worksheet is to be prepared which should tally with results; Missing report of investigation will have to be made available by laboratory at its own cost/effort within reasonable time without inconvenience to patient.
 - ii. That its staff does not smoke at the place of work.
 - iii. That any specific task related to Lab Investigations assigned to the Laboratory by the Director or any officer authorized by him is carried out by the bidder diligently and well in time.
 - iv. That any dispute/difference arising out or relating to this contract including the interpretation of the terms will be resolved through discussion and if not so then the matter may be referred to the Director, AIIMS.
 - v. Firm should only provide services and under no circumstance involve in selling of Hearing Aid or Implants directly or indirectly to the patient. If it is found that vendor is involved such activity his contract will be terminated along with punitive action deemed fit.
27. The Laboratory shall seek instruction from Medical Superintendent or any other officer authorized by him for the purpose, hereinafter referred to as Authorised Officer.
28. The Laboratory shall also be full responsible for any loss of materials and property etc of the institute attributable to the negligence or failure in complying with the prescribed procedure. All such losses suffered by the Hospital/institute on this are compensated in full by the Laboratory.
29. The laboratory shall submit the complete documents of the staff deployed in the Laboratory which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Certificate, Medical Fitness, recent photographs, duly attested by the in charge Laboratory.
30. The Hospital reserves the right to change the place of duty and also has the right to ask for replacement if a

particular Staff is not found to be carrying out the functions satisfactorily. The agency will be bound to replace the same within the time period assigned by the Hospital Authorities.

31. Only those bidders will be considered qualified who can provide all the tests mentioned in the list. In case any new test added later by the institute, and CGHS rate for those tests are available then the service provider has to provide facility at the original discount rate quoted.
32. The Director reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventually, Director, AIIMS, Patna further reserves The right to get the work done through some other agencies. Laboratory will be black listed in the department for a period of four years from participation in such type of tender & his earnest money/performance security may also be forfeited if so warranted.

33. Payment & accounting:

- a. Payments for OPD patients will be made at directly by the patients & shall be deposited in bank A/c opened for this specifies purpose.
- b. Payments for IPD patients will be made at the end of the month by the institute.
- c. Payment for BPL patients and institute EHS beneficiaries will be made by the institute at the end of the month or the tests will be performed by institute laboratory.
- d. Payment should be collected at the cash counter of AIIMS, Patna.
- e. At the end of each month, bill will be cleared within seven days of submission by the service provider (vendor).
- f. Payment to the service provider (vendor) will be made by the institute after deducting
-25% of the net collection amount in favour of the institute as a profit in a PPP mode.
-dues, if any, will be paid to the vendor after showing the deposit receipt of the previous month.

34. Inspection of Site and Equipment

The interested bidder may inspect the locations where the services are to be rendered during 10.00 AM TO 5.00 PM on all working days till last date of sale of tender as given in the tender schedule. AIIMS, Patna shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

Evaluation of Tenders

1. Scrutiny of Tenders

The tenders will be scrutinized by the selection committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Document. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored. The decision of the Authority as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. Infirmary / Non-Conformity

The Authority may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the Authority as to whether the deviation is material or not, shall be final and binding on the bidders.

3. Bid Clarification

Wherever necessary, the Authority may, at its discretion, seek clarification from the bidders seeking response by a specified date. If no response is received by this date, the Authority shall evaluate the offer as per available information.

SCOPE OF WORK

1. Space (approx.): - 800-900sqft. 2-3 room/ One Hall will be provided by the Institute.
2. Timing: - 9 AM to 6 PM. Monday to Saturday.
3. MOU Duration: - 3 years minimum. Renewable for 2 years
4. Services to be provided: -
 - a) Free Field Audiometry (FFA)
 - b) Puretone Audiometer
 - c) Speech Audiometry
 - d) Impedance Audiometry (IA)
 - e) Oto acoustic emission (OAE)
 - f) Brainstem Evoked Response Audiometry (BERA)
 - g) Auditory steady state response (ASSR)
 - h) Equipment for Intra operative telemetry and Mapping
 - i) CEP
 - j) Special test such as ABLB, TDT, STAT, SISI
 - k) Auditory verbal therapy for Cochlear Implant patient
 - l) Voice therapy
 - m) Speech therapy for all kind of speech language and communication disorder
 - n) Speech Assessment
 - o) Hearing Aid Fitting & Trial
5. Manpower to start with: - 6 no.
Number of Audiologist-2 (1 MASLP & 1 BASLP)
Number of Speech Pathologist-2
Receptionist + Finance- 1
Housekeeping- 1
6. Equipment: -
 - i. Audiometer
 - ii. Tympanometer
 - iii. Freefield
 - iv. BERA & ASSRV
 - v. OAE
 - vi. CEP
7. Specialists & doctors of AIIMS Patna role: - To provide doctors for administrative Supervision and control of diagnostics reporting's

Eligibility Criteria

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document and same will be used for verifying the eligibility of bidder.

- i. Signed and scanned copy of proof for payment of Tender fee, duly attested copy of PAN, duly attested copy of GST registration certificate.
- ii. Bid Security Declaration Form (EMD Declaration). “Annexure – XVII”.
- iii. Signed and Scanned copy of Tender Acceptance letter “Annexure-I” and No deviation certificate “Annexure-II”.
- iv. Signed and scanned copy of Power of Attorney as per “Annexure – V” in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of **Audiology and Speech Rehabilitation Services**.
- v. Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year up to **31st March 2021** duly certified by the Chartered Accountants. . **(Minimum annual Turnover must be Rs. One Crore)**
- vi. Registration Certificate of Laboratory.
- vii. Valid RCI Accreditation Certificate (Rehabilitation Council of India) & should be enrolled with ADP Scheme.
- viii. Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where **Audiology and Speech Rehabilitation Services** has been provided.
- ix. Signed and scanned copy of performance certificate issued by Head of the Department or Institution after a minimum period of six months of **Audiology and Speech Rehabilitation Services**.
- x. Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna 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.
- xi. Signed & scanned copy of Affidavit, to the effect that the bidder is not providing the services to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as **(ANNEXURE – “IX”)**.
- xii. Signed & scanned copy of Mandate form.
- xiii. Signed and scanned Copy of **Integrity Pact as per Annexure-XIV**.
- xiv. Undertaking as per “Annexure – XVI”.
- xv. Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.

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.

TERMS & CONDITIONS

LIABILITY OF BIDDER

1. The institute shall not be responsible financially or otherwise for any injury & accident to the deployed staff in the course of performing the duty.
2. The laboratory shall be liable to make alternate arrangements in case of the absence of any Staff deployed. Similarly, the bidder shall have to make alternate arrangements in case of the weekly off. No short leave or meal relief will be permitted to the Laboratory staff deployed unless the bidder provided suitable substitute without any extra payment. The bidder has to keep sufficient number of leave reserves. Similarly service provider should ensure backup equipment so that services not interrupted due equipment failure.
3. In the event of any breach/violation or contravention of any terms and conditions by the Laboratory, the said performance security shall be forfeited.
4. The Department reserves the right to cancel/reject in full or part of the tender when tenderer does not fulfill the conditions stipulated in the documents.
5. Tenderer submitting a tender will accept all the terms and conditions of the tender.
6. Any act on the part of the tenderer to influence anybody in the institute is liable for rejection of his tender.
7. The agency will have to arrange the Laboratory Investigation Services as per the requirement of hospital authorities.
8. The Service Provider shall provide a non-judicial stamp paper of Rs. 1000/- for preparing a Contract agreement and an undertaking as per the enclosed Performa.
9. The tender will have to comply with all relevant rules/Acts including the provision of the Minimum Wages Act, 1948, the Contract Labour (R & A) Act, 1970 and other legal and Statutory requirements, wherever applicable.
10. Every worker/Staff appointed by the bidder for Lab shall wear the Prescribed uniform. The Agency will issue identity Card and a badge bearing his/her name and designation to the worker, which the worker should wear while on duty. The said Uniform, identity Card and badge shall be provided by the contractor at his own cost. The colour of uniform will be decided by hospital authorities and will be intimated to the Bidder at the time of assignment of order.
11. That the agency staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
12. The agency will not change any deputed worker during the contract without written Information of the Hospital Authority.
13. That the agency staff shall work under overall supervision and direction of the Hospital's Administration.
14. That the agency shall also be responsible to provide all the benefits viz. P.F., ESI, Bonus, Gratuity, Leave etc., to eligible staff engaged by the Laboratory as per relevant rules.
15. That the agency will depute only those persons whose antecedents has been verified by the agency and Police.
16. The Hospital Authorities shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duties.
17. The agency staff shall carry out such other duties in the event of fire or any other natural calamities.
18. The agency shall not engage any Sub-contractor or transfer the contract to any other person in any manner.
19. Performance Evaluation:-
 - a. The Quality assurance of the Laboratory Investigation Services should be ensured regularly as per requirements of RCI.
 - b. The staff deployed for collection of samples & transportation will work under the supervision of the Hospital Authority as per requirement.
 - c. Appropriate records of all Investigations carried out shall be maintained by the bidder at his own cost and will be handed over to the institute at the end of every month.

20. Bidder will be fully responsible for any damage to the staff engaged by the bidder during duty hours, transportation of sample, reports or due to hazardous duty of the samples collection, transportation etc.
21. Bidder will deploy sufficient trained (BASLP & MASLP) staffs and will provide the relevant equipment.
22. Consumable required for running the services will be provided by the Service Provider.

Annexure-I

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: **AIIMSP/PC/21-22/ENT/6352**

Name of Tender / Work: - **Tender for Expansion of Audiology and Speech Rehabilitation Services on PPP Mode at AIIMS, Patna**

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)

NO DEVIATION CERTIFICATE

Bidder's Name & Address :	To, Faculty In charge, AIIMS Patna Procurement Cell, Pin-801507.
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1. With reference to our Bid (Reference No. dated) forI works at AIIMS Patna, Bihar, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

(Sign with seal of bidder)

BANK GUARANTEE FORM

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

To,
All India Institute of Medical Sciences, Patna
Patna - 801507

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 and conditions of contract / work order no dated _____ [hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. _____ (Rupees _____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

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

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

3. We _____ the bank, undertake to pay to AIIMS any money so demanded notwithstanding any

dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

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

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

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

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Administrative Officer, 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 the _____ day of _____

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address

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 (Equipment 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 201_ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Format of Experience certificate

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

* Attach certificate(s) of payments.

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

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these services to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

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: _____

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

Bid Security Declaration Form

Date: _____

Tender No. _____

Tender Name:

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)