



# ALL INDIA INSTITUTE OF MEDICAL SCIENCES Bathinda, (Punjab) – 151001

Website: [www.aiimsbathinda.edu.in](http://www.aiimsbathinda.edu.in)

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## **E-TENDER DOCUMENT**

**Name of the E-Tender: Hiring of Vehicle and Bus Services at AIIMS,  
Bathinda.**

### **Notice Inviting E-Tender**

The Executive Director, AIIMS Bathinda, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers on line through GeM portal on mutually agreed terms and conditions and satisfactory performance for **Hiring of Vehicles and Buses at AIIMS Bathinda (i.e. Premium SUV, Sedan, SUV, Bus, Mini Truck, Tractor Trolley etc.** as per the Terms & Conditions. **The contract shall be for 02 (Two) years on Rate Contract basis extendable for another one year on mutually agreeable conditions.**

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

**The Procurement of goods and services under this tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Government of India. The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.**

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bathinda will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **E-TENDERING SCHEDULE**

**Name of the E-Tender : Hiring of Vehicle and Bus Services at AIIMS, Bathinda.**

### **Schedule of Tender**

Issue / Publishing Date	:	<b>As per GeM Bid</b>
Pre-Bid Conference	:	<b>As per GeM Bid</b>
Last date and time of submission of e-tender	:	<b>As per GeM Bid</b>
Date & time of opening of e-Tender	:	<b>As per GeM Bid</b>
Amount of Earnest Money Deposit (EMD)	:	<b>Rs. 75,000.00</b>
Venue	:	All India Institute of Medical Sciences Bathinda - 151001

## Earnest Money Deposit (Bid Security):

No	Description of Product/ Service	EMD
1	Hiring of Vehicle and Bus Services at AIIMS, Bathinda	Rs.75,000.00

**Exemption:** Firms registered with NSIC and MSE (for service) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective departments/ firm have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

The condition of prior turnover and prior experience may be relaxed for startups ( as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. **Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.**

### **Clarification of bidding documents.**

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. [procurement@aiimsbathinda.in](mailto:procurement@aiimsbathinda.in). The purchaser will respond in writing (e-mail)to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

All the prospective bidder shall attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS, Bathinda as mentioned in the schedule of tender. Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as "Corrigendum". Therefore bidders are requested to submit their bids accordingly to revise changesafter PBC, if any. No press advertisement will be made for the corrigendum.

### **Amendments in Bidding Documents**

At any time till **7 (seven) days** before the deadline for submission of bids, the AIIMS, Bathinda may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, BATHINDA shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, BATHINDA till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

Sd/-  
**Executive Director**  
**AIIMS Bathinda**

## **Two Bid System Terms & Conditions:**

The tender shall be submitted in 2 (Two) parts online:

- (i) **Technical Bid:** All required documents submitted to be online.
- (ii) **Financial Bid:** The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter.
- (iii) **Manual Submission of Following Documents (Original):**

The following documents are to be sent to OIC, Procurement Cell, AIIMS, Bathinda-151001, separately in a sealed envelope superscripted as: e-Tender for Hiring of Vehicle and Bus Services at AIIMS, Bathinda. The sealed envelope should be reached on or before last date & time for submission of e-Tender. i.e before the due date of submission of online bidding.

- a. Undertaking for acceptance of all Terms & Conditions (**Annexure- I**).
- b. Notarised affidavit on Indian Non judicial stamp paper of Rs.100/- as per **Annexure- II**
- c. EMD

## (i) Technical Bid (Specification):

### E-Tender for Hiring of Vehicle and Bus Services at AIIMS, Bathinda.

SI No	Name of Vehicle	Qty	Type of Hiring
1	Premium SUV (Toyota Innova Crysta/Fortuner/Ford Endeavour/Jeep Compass/Tata Harrier/Honda CR-V/similar vehicle)	01	Monthly Basis
2	Sedan (Maruti Suzuki Ciaz/Honda City/Honda Amaze/Toyota Etios/similar vehicle)	03	Monthly Basis
3	SUV 7/8 seater (Maruti Suzuki Ertiga/Kia Carrens Mahindra Scorpio/Mahindra TUV300/ Mahindra XUV500/Maruti Suzuki XL6)	01	Monthly Basis
4	Premium SUV (Toyota Innova Crysta/Fortuner/Ford Endeavour/Jeep Compass/Tata Harrier/Honda CR-V/similar vehicle)	05	Daily Basis
5	Bus AC/Non-AC (52 seater)	01	Daily Basis
6	Mini Truck (like Tata 407 or similar vehicle)	01	Daily Basis
7	Tractor Trolley	01	Daily Basis

### SPECIAL TERMS & CONDITIONS:

1. All Vehicle (on monthly basis) to be provided must be of year 2023 model. All vehicles shall be duly registered with Transport authority as commercial/passenger vehicles and must be ensured as per the law.
2. Vehicle should carry portable fire extinguisher.
3. Vehicle must be cleaned both externally and internally regularly.
4. Availability of the vehicle must be 24 X 7 basis along with medically fit drivers who hold valid Driving License.
5. ***The Buses should be compliant with the norms for carrying of students of educational institutions.***
6. Duty hours (for vehicles on monthly basis): 08 hours per day on all days of the month. However, actual duty hours shall be specified by actual users of vehicles.
7. All hired vehicles (which are on monthly basis) will be under the administrative control of AIIMS Bathinda during the hiring period and shall be parked in designated locations of AIIMS Bathinda campus when not in use during the period of hiring.
8. All hired vehicles (which are on daily basis) will be available on site as and when required. The request for the same will be made a day before the requirement through Transport Wing, AIIMS Bathinda. In an urgent case, the vendor has to avail the vehicle within 2 hours of intimation to the vendor.
9. The Vendor /Contractor has to be registered with the Tax Department and should submit a copy of GST Registration Certificate.

10. The contract for hiring of the vehicle/Buses will be initially for a period of one year. However, the contract may be extended for further period up to two years based up on mutual agreement at the same rate, terms and conditions, if the services of the contractor are satisfactory.
11. The quoted rates are to be filled as per the proforma given in financial bid Part-A to D. The rates quoted shall be fixed and valid for one year, irrespective of any increase in fuel rates, during the contract period.
12. Vehicles (on monthly basis) will be at the disposal of the AIIMS Bathinda throughout the duration of the contract. Suitable alternate arrangement has to be made by the agency in case a vehicle goes for maintenance.
13. Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of AIIMS Bathinda (**Annexure -V**) and the service provided should ensure that at the end of duty; the duty slips are completed and signed by the users.
14. Tampering of meter reading, vehicle / Bus usage timings, overwriting of summary / log Book sheet and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
15. **AIIMS Bathinda reserves the right to cancel any bids or all or for any particular vehicle without assigning any reason.**
16. All repairs and maintenance, running costs, fuel, lubricants, salaries of drivers, taxes, etc. necessary for the running & maintenance of vehicle will be borne by the contractor.
17. Contractor would be responsible for the good conduct of the drivers employed and if at any point of time any driver is found to be working against the interest of the institute, the said driver shall be withdrawn and a fresh driver shall be provided to the AIIMS Bathinda at no additional cost.
18. Contractor shall obtain vehicle fitness certificate from Competent Authority, vehicle registration, comprehensive Insurance, payment of road tax, inter-state permit, etc. Driver should always carry all necessary documents like Registration papers, Insurance papers, Pollution under Control (PUC) clearance, RTO tax payment papers, valid driving license and all other documents that should accompany vehicle as per rules & regulations of applicable laws.
19. Contractor shall ensure that the driver has valid driving license for commercial use and copies of their licenses should be submitted to the institute.
20. Generally, the travel involve within the state of Punjab. Vehicles, if required, should be able to move freely to the neighbouring States and National Capital Region (Delhi) without any restrictions as sometimes vehicles may be used for the Inter State travels.
21. Contractor shall provide valid certificate of pollution check for the vehicle from the concerned authorities from time to time and the same shall be renewed well before the due date. Copies of the renewal certificates shall be deposited with the Institute.
22. All vehicles shall be comprehensively insured against all risks (including the driver and occupants & third party). Insurance policy shall be renewed well before the due date.
23. Bus/car which are in good roadworthy condition and also complying with the conditions as laid down by the Government for an Educational Institution only would be considered.
24. The Vehicles (on monthly basis) should of white coloured and "Government of India" should be marked on front and rear side of the vehicles.
25. The applicant should assume all liabilities and keep the Institute wholly indemnified against any action, suit, cost, damages, charges and expenses arising how-so-ever out of the operation of the vehicles.

26. The bidder shall not assign this contract or any part thereof to any third party.
27. In case of breakdown of any vehicle, the Contractor shall, within two hours provide another vehicle without any extra cost. The Institute shall have absolute right to charge Rs. 1,000 per day if the vehicle is not provided within two hours.
28. In case of any accident to the vehicle, it will be the responsibility of the contractor or his representative (drivers) to lodge FIR etc. with police. All RTO issues and Traffic violations are to be taken care by the contractor.
29. The contract is valid for providing services of Vehicle hiring and at no point of time any or all of the Staff of the Transporter shall raise a claim for employment in the AIIMS Bathinda.
30. Drivers should carry sufficient cash for discharging obligations on account of parking charges & toll taxes.
31. Toll fee will be reimbursed to the contractor. Proper supporting documents (original toll fee receipts, etc.) would have to be submitted along with such claims.
32. Lodging, boarding, transportation of drivers shall be the contractor's responsibility.
33. The driver provided by the contractor should fulfil the following conditions:
  - i. Should be in possession of valid commercial driving license issued by RTO for the class of vehicle he is driving.
  - ii. Should wear uniform which should be properly washed / ironed.
  - iii. Should be well qualified and should be able to read and write, and have minimum three years of experience as driver.
  - iv. Should not resort to intoxication in any form.
  - v. Should not get indulged in any activity inimical to security of the officers travelling in his car.
  - vi. Should be in possession of Mobile phone with valid connection.
  - vii. Should attend to the duty at least 10 min in advance of the scheduled time.
  - viii. Should not use mobile phone, while driving.
  - ix. Driver should be alert /careful enough to take care of items/material kept in the vehicles.
  - x. In the event of driver not being in proper dress, not behaving properly, engaging in rash and unsafe driving, the AIIMS Bathinda shall have right to expel or refuse entry to such of the drivers and vehicle to be treated as absent.
34. Stating duties/ Taxes/ Cess which is not payable as per law in force shall not be paid to the Transport Service Provider.

## (i) Technical BID (Eligibility Criteria):

The Scanned copies of the following Mandatory documents to be uploaded on GeM in the following format:

S no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
C	Name, Address, Phone & Fax No. of operation office at Bathinda.		
D	PAN No. (enclose the attested copy of PAN Card)		
E	GST Registration Certificate showing clearly GST no. of the firm		
F	Income Tax Return for the last Three years.		
G	Annual Turn Over for last Three Financial Years (Duly signed by Chartered Accountant) along with financial statements of last three years.		
H	Bidders to submit the GeM registration details that they are already registered in GeM as the category of the product is not available in GeM, they are not able to participate in it. It is mandatory to submit the relevant documents as supporting evidence. A self-attested Unique GeM Seller ID copy has to be attached. An undertaking also to be given in company letter head that <b>“Such already registered suppliers should be boarded on GeM as and when the item or service gets listed on GeM”</b> . (Note- Those who have not yet registered with GeM will have to get themselves resubmitted and copy of the same to be provided at the time of acceptance of LoA)		
I	Whether the firm is a Registered firm under MSEs, SSI or NSIC(attach copy of certificate). MSME registered bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on GeM has been made or not.		
J	Undertaking for acceptance of all Terms & Conditions in original <b>(Annexure-I)</b> .		
K	Notarised affidavit as per <b>Annexure –II</b> on Indian Non Judicial Stamp Paper of Rs.100/- that (i) no police case is pending against the Proprietor / Partner/ Director of the Firm/Company (Agency). (Indicate any convictions if any against the Company/firm/partner.) (ii) proprietor/firm has never blacklisted by any organization. (ii) we have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		
L	Have you previously provided these vehicles to any government / reputed private organization? If yes, list of Major Customers may be given on a separate sheet and proof of previous satisfactory service, if any <b>(Annexure - III)</b>		
M	Declaration of Bid Security ( <b>Annexure-VI</b> )		
N	Manual Submission of Documents		
O	<b>Bank Details</b> : 1. Beneficiary Name : 2. Bank Name :3. Account No :4. IFSC Code :5. Branch Address :		



<b>P</b>	The agency should have EPF/ESI registration along with EPF/ESI challan of last six months should be attached.		
<b>Q</b>	Agency should comply the Motor Vehicle act, and its latest amendments (Supporting Documents Should be provided)		
<b>R</b>	Any other information, if necessary		

## (ii) FINANCIAL BID:

1. The Rates are to be quoted in the given format “at financial bid part A & B”.
2. All quoted rates should be inclusive of all charges and GST etc.
3. The rates should be quoted in Indian Rupees in figure as well as in words only.
4. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
5. L-1 will be decided on the lowest price including of GST of each item for which the bidder is quoting. Taxes has to be mentioned clearly in percentage of GST for each item.
6. The calculation of Lumpsum amount to be quoted on GeM will be as follows:

Sr.	Name of the vehicle	Qty	Type of hiring	Calculation of Financial Bid
(a)	Premium SUV	01	Monthly basis	$1 \times (\text{Monthly Charges}) \times 12 = A$
(b)	Sedan	03	Monthly basis	$3 \times (\text{Monthly Charges}) \times 12 = B$
(c)	SUV 7/8-seater	01	Monthly basis	$1 \times (\text{Monthly Charges}) \times 12 = C$
(d)	Premium SUV	05	Daily basis	$5 \times 10 \text{ (days)} \times (\text{Daily Charges}) = D$
(e)	Bus AC/Non-AC	01	Daily basis	$1 \times 15 \text{ (days)} \times (\text{Daily Charges}) \times 12 = E$
(f)	Mini Truck	01	Daily basis	$1 \times 10 \text{ (days)} \times (\text{Daily Charges}) \times 12 = F$
(g)	Tractor Trolley	01	Daily basis	$1 \times 10 \text{ (days)} \times (\text{Daily Charges}) \times 12 = G$
<b>Lumpsum Amount to be quoted on GeM Portal for Financial Bid</b>				<b>(A+B+C+D+E+F+G)</b>

*Note: The above calculation is only for quoting lumpsum amount on GeM. Actual usage of daily basis vehicles will be based on the requirement of the vehicle by AIIMS Bathinda. AIIMS Bathinda may not hire/use the daily basis vehicle throughout the contract period. The successful bidder will not claim for the same. The payment of daily basis vehicles will be made as per actual usage of the vehicle by AIIMS Bathinda*

Sd/-  
**Executive Director**  
**AIIMS Bathinda**

## **GENERAL TERMS AND CONDITIONS:**

- A.** The validity of the Bid Tender Document shall be for 180 days from the date of opening of the bid. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required mutually, without changing any terms, conditions etc. of their original tender.

- B.** Liquidated damages: The successful tenderer shall start operating the service within 15 days from the date of receipt of order. Any delay in commencement of operation beyond 15 days from the date of receipt of order will attract Liquidated damages of RS. 1000/- per day up to the starting of the service.
- C.** *The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever. The Institution may also enter into parallel Contract with any other agency for any vehicle at any time.*
- D.** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of Vehicle originally specified in the Schedule of Requirements without any change in price or other terms and conditions.
- E.** Conditional Bids will be treated as unresponsive and therefore may be rejected.
- F.** Penalty:,
- i. Rs. 2,000/- towards penalty for each day If there is any disruption (or) non-performance of service due to any reason or whatsoever.
  - ii. Rs. 1,000/- penalty for each day if the vehicle is not cleaned both internally and externally.
  - iii. In addition non-payment of proportionate hire charges for those days or recovery of charges incurred by AIIMS Bathinda, whichever is higher.
- G.** Termination: The AIIMS Bathinda may, without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part in the event of the following:
- i. If the contractor fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by Institute.
  - ii. If the contractor fails to perform any other obligation(s) under the contract. In case of termination of the contract, the Performance Security will be forfeited.
- H.** **Eligibility Conditions for Bidders:** The Contractor/Agency should fulfil following eligibility criteria for applying this tender.
- i. The contractor/Agency should have registered office with staff and service available (24 x 7) in Bathinda. The operating office/Vehicle Terminus should be within 08 to 10 km radius of AIIMS, Bathinda.
  - ii. In case Institute requires (during contract period) more than vehicles stated in this tender at a time, it will be the responsibility of the contractor to manage the same & from anywhere at the contractual rates specified in the contract.

- iii. The bidder should be registered with the Appropriate Authority for the purpose of GST Tax. If not already registered, proof of application for registration for GST must be submitted with the condition that registration certificate will be produced before signing the agreement/ contract.
  - iv. The bidder should have overall experience of 03 years in supplying at least Five commercial/passenger vehicles (w.e.f. date of issue of Tender Notice) to any Govt. organization / PSU / Autonomous bodies.
- I. The Average Annual turnover of the Bidder should be at least Rs. 01 Crore in the last three financial years. Audited financial statements or financial statement showing turnover duly certified by a Chartered Accountant to be enclosed as proof of the same. IT returns (or) Audited balance sheet reports for three years (i.e. Assessment year 2020- 21 , 2021-22 & 2022-23 to be submitted
- J. **PAYMENTS:** Payment shall be made on monthly basis after submission of bill in triplicate along with the daily logbook and duty slip signed by designated authority of AIIMS, Bathinda.
- K. **Fall Clause:** If at any time during the execution of the contract, the Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such Hearing AID, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bathinda/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify AIIMS, Bathinda. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bathinda by the Bidder or AIIMS Bathinda will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government. Upward price revision due to market fluctuations will not be considered during Rate Contract period.
- L. The Executive Director, AIIMS Bathinda has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/ Institutions/PSUs to testify the proper dealing & performance as well as installation and supply of Hearing AID.

**M. PERFORMANCE SECURITY DEPOSIT:-**

The successful Bidder will be liable to furnish a security deposit of Rs.2,00,000/- as Performance Security Deposit in favour of "Executive Director AIIMS Bathinda" by way of "Performance Bank Guarantee" or FDR (duly endorsed in favour of AIIMS Bathinda) from a nationalized /Commercial Bank. The Performance Security should be valid for 14 months, which is refundable after 2 months of expiry of the contract period of 02 (Two) years subject to successful fulfilment of terms and conditions and on receipt of requisite No Dues Certificate from the concerned Departments /authorities.

The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

**N. DISPUTES AND ARBITRATION: -**

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Executive Director, AIIMS Bathinda for arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

**O. LAW GOVERNING THE CONTRACT AND JURISDICTION.**

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bathinda shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**P. OTHERS: -**

After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the lowest price for each of the Category; i.e., L-1 bidder will be selected for each class of services.

The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Executive Director, AIIMS Bathinda. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS Bathinda.

The AIIMS Bathinda shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Agency during the course of their performing the duties to this office in connection with this contract / order for providing the vehicles at AIIMS Bathinda.

AIIMS BATHINDA reserves the right to ignore any trivial nature of deviation in tender documents as decided by the Competent Authority while processing the tender. The Institute may also seek any clarification/ documents to substantiate the claim of the bidder at a later stage as felt necessary. However, the bidder can't claim it as a matter of right and will be bound to comply the Terms & Conditions of the Tender without citing the ground of trivial deviation/ seeking of the clarification/ documents in support of the cancellation of his/ her bid.

**Q. Debarment from bidding.**

- (i) A bidder shall be debarred if he has been convicted of an offence-
  - (a) under the Prevention of Corruption Act, 1988; or
  - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder, shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

## S. Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

(i) Prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

(d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

**The Executive Director, AIIMS Bathinda, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.**

**Seal & Signature of Bidder**

**Please see annexure enclosed: - Annexure-I to V**

<b>S/N</b>	<b>Particulars</b>	<b>Annexure Ref.</b>	<b>Refer Page</b>
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	<b>Annexure- I</b>	
2	Criminal Liability Undertaking	<b>Annexure- II</b>	
3	Performance Statement Form	<b>Annexure- III</b>	
4	Financial Bid	<b>Annexure- IV</b>	
5	Duty Slips	<b>Annexure- V</b>	

## Annexure-I

### Name of the E-Tender: Hiring of Vehicle and Bus Services at AIIMS, Bathinda.

#### **UNDERTAKING**

**(to be furnished on the letter head of the firm)**

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To  
The Executive Director,  
AIIMS Bathinda,

Sir/Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BATHINDA, PUNJAB-151001 to supply the approved awarded items in the approved prices to AIIMS Bathinda.
3. The vehicles shall be of the best service and of the kind as per the requirement of the institution. The decision of the Executive Director, AIIMS Bathinda, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. Performance security of Rs.1,00,000/- shall be deposited by me/us in the form of FDR/Bank guarantee in favour of All India Institute of Medical Sciences, Bathinda on award of the contract from a Nationalised / Commercial Bank and shall remain in the custody of the Executive Director, AIIMS BATHINDA till the validity of the Contract period plus two month (i.e. for 14 months from the starting of the services).
5. I/We hereby undertake to provide the vehicles during the validity of tender as per directions given in work order/contract within stipulated period positively.
6. If I/We fail to provide the Service in stipulated period the AIIMS Bathinda has full power to compound or forfeit the Bid Security/security deposit.
7. I/We declare that no legal/financial irregularities are pending against the proprietor Partner of the tendering firm or manufacturer.
8. I/we undertake to provide the ordered vehicle within stipulated period and if fail to provide vehicle during the stipulated period the necessary action can be taken by the Executive Director, AIIMS Bathinda, India.

9. I/We undertake that if the rates of any vehicle are lowered due to any reason, I will charge the lower rates.
10. I/We undertake that the vehicles are as per Make/Model quoted in the tender.
11. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to provide the vehicles the prices and rates not exceeding those mentioned in the Financial Bid.
12. I/we will submit unique GeM seller ID copy along with technical bid / at the time of award of contract as the same is get to be received from GeM. (Tick of strike off appropriate option)
13. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Executive Director, All India Institute of Medical Sciences, Bathinda (India) will have full authority to take appropriate action as he/she may deem fit.

**Signature of Bidder**

With seal of firm

**(Name of Bidder)**

Place

.....

Date.....



**Name of the E-Tender :** Hiring of Vehicle and Bus Services at AIIMS, Bathinda.

**CRIMINAL LIABILITY UNDERTAKING**

***(To be executed on Rs.10/-Non-judicial Stamp Paper duly attested by Public Notary)***

I.....S/o.....

Resident of .....

.....

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory ofM/s. ....
2. No police case is pending against the Proprietor / Partner /Director of the firm/company (Agency) and also against the firm/ company.  
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/company has never been blacklisted by any Government authority/ organisation.
4. I/We have not quoted the price higher than previously supplied to any Government Institute /Organisation / reputed Private Organisation or DGS&D rate in recent past.

Affirmation/Verification  
By Notary Public

**Name & Signature**  
**Seal of the participating Bidder**  
**Company**

**Performance Statement Form**

Name of the Firm .....

Sl No.	Order placed by ( Full address of Purchaser)	Order No. &date	Value of order	Have the items been supplied satisfactorily (Yes/No)

**Signature and seal of the Bidder .....**

**Place :**

**Date :**

**Note :** Documents to be attached in support of the above. (i.e. PO copies/ contract of vehicles provided to any Govt. / Reputed private Hospitals).

**Financial Bid (Part- A)**

**Monthly Basis  
(All Inclusive Rates for A/c Vehicle + Driver + Fuel)**

<b>SI No</b>	<b>Name of Vehicle</b>	<b>Standard running of 2000 KMs per month (All inclusive Rates for A/c vehicle)</b>	<b>Rate for extra KMs (Common for beyond 2000 KM per Month)</b>	<b>Night Halt Charges (in case of out station duty) only</b>
1	Premium SUV			
2	Sedan			
3	SUV 7/8 seater			

*Note: No extra cost of outstation running will be paid. The Km mentioned is lumpsum for a month including local and outstation running of vehicle. Extra charges per km will be paid if vehicle runs beyond mentioned limit. However, for outstation running, Night Halt charges will be paid as per the quoted rates.*

## Financial Bid (Part- B)

### **Daily Basis (As and when required basis) (All Inclusive Rates for Vehicle + Driver + Fuel)**

S/N	Type of Vehicles (AC) minimum	Rate (In Rs.) per Day
<b>1</b>	<b>Premium SUV (80km and 8 hours)</b>	
	Rate per Extra KMs	
	Rate per Extra hours	
<b>2</b>	<b>Bus AC (52 seater) (80km and 8 hours) (Deluxe Bus)</b>	
	Rate per Extra KMs	
	Rate per Extra hours	
<b>3</b>	<b>Bus Non AC (52 seater) (80km and 8 hours)</b>	
	Rate per Extra KMs	
	Rate per Extra hours	
<b>4</b>	<b>Mini Truck (80km and 8 hours)</b>	
	Rate per Extra KMs	
	Rate per Extra hours	
<b>5</b>	<b>Tractor Trolley (80km and 8 hours)</b>	
	Rate per Extra KMs	
	Rate per Extra hours	

*Note: The rates of above vehicles are asked for price fixation of daily basis vehicle. The payment will be made as per actual usage of vehicle as and when required basis. AIIMS Bathinda is not bound to use the above vehicles throughout the contract period.*

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.
2. The above quoted rates are inclusive of insurance, other incidental charges. No other charges would be payable by the Institute.
3. That I/We shall provide the vehicle as per requirement.
4. That I/We undertake that the information given in this tender are true and correct in all respect.

Signature of the bidder with seal.  
Place: Date:

**FORMAT OF DUTY SLIP**

**(Print Name of the company & address)**

Sl. No.....

Date.....

**(To be filled by contractor/driver)**

- 1. Regn. No of Vehicle: .....
- 2. A/C or Non-A/C ....., Model & Year ....., petrol/Diesel .....
- 3. Name, Designation & address of user .....

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**( To be filled by user )**

- 4. Purpose of Journey (detail) .....
- 5. Places visited .....
- 6. Meter Reading at Starting Point ..... at Closing Point .....
- 7. Total KMs Run .....
- 8. Date & Time at Starting Point ..... Date at Closing Point .....
- 9. Extra Detention Hours (beyond duty Hrs.) .....
- 10. Charges for Parking/Toll Tax etc.....
- 11. Number of Night Halts ( for outstation journey only) .....

Driver's Name & Signature

Signature of User

Mob. No-

Mob. No.

Signature of Bidder with Seal