



அகில இந்திய மருத்துவ அறிவியல் நிறுவனம் மதுரை, தமிழ்நாடு
अखिल भारतीय आयुर्विज्ञान संस्थान, मदुरै, तमिलनाडु
All India Institute of Medical Sciences, Madurai, Tamil Nadu
पीएमएसएसवाई प्रभाग, स्वास्थ्य और परिवार कल्याण मंत्रालय के तहत, भारत सरकार
Under PMSSY Division, Ministry of Health & Family Welfare, Government of India
JIPMER, Puducherry - Mentor Institute, Email : procurement-aiimsm@aiimsmadurai.edu.in

AIIMS-MDU/V-HIRING/2026-27/002

Date : 22.06.2026

TENDER FOR HIRING OF VEHICLES

The Executive Director & CEO, AIIMS Madurai invites tender for **Hiring of 7-seater, 5-seater Vehicles [and On-Call large vehicles - 14/25 seater vans]** for All India Institute of Medical Sciences (AIIMS) Madurai at Madurai, Tamil Nadu from eligible Firms / Companies / Authorized Agents / Dealers through online CPPP.

S. No.	DESCRIPTION	No of Vehicle	Contract Period	Place of Deployment
1	Providing of 7-seater vehicle (or) Equivalent as approved on Monthly basis, not exceeding 2500 km / Month / Vehicle as mentioned below and complying to terms & conditions as per Annexure.	03*	12 Months	Madurai, Tamil Nadu
2	Providing of 5-seater Sedan (or) Equivalent as approved on Monthly basis, not exceeding 2500 km / Month / Vehicle as mentioned below and complying to terms & conditions as per Annexure.	02*	12 Months	Madurai, Tamil Nadu
3	On-Call Vehicles (Daily/Trip Basis) – 14/25 seater Vans	As per demand	On Call	Madurai Tamil Nadu

[*] The above requirement is tentative. The number of vehicles hired by the institute may be decreased or increased as per the requirement of the institute.

Schedule of Tender

Published Date & Time	23.06.2026 at 09.00 Hrs.
Bid Submission Start Date	23.06.2026 at 09.00 Hrs.
Pre-Bid Query End Date	29.06.2026 at 12.00 Hrs.
Pre-bid Meeting	30.06.2026 at 14.30 Hrs.
Bid Submission End Date	07.07.2026 at 12.00 Hrs.
Bid Opening Date	08.07.2026 at 14.30 Hrs.

1. The quotation should be valid at least 180 days from the date of closing of tender.
2. Terms & Conditions is enclosed as Annexure and also is binding with all clauses of CPPP agreements

Executive Director

Project Cell Office, Govt. TB Hospital Campus, Austinpatti Post, Thoppur, Madurai-625008, Tamil Nadu.
Email: procurement-aiimsm@aiimsmadurai.edu.in, gemaiimsmadurai@gmail.com.

E-TENDER DOCUMENT

Hiring of Vehicle Services at All India Institute of Medical Sciences (AIIMS), Madurai, Tamil Nadu

The Executive Director & CEO, AIIMS Madurai, invites GeM Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Firms / Companies / Authorized Agents / Dealers for **Hiring of Vehicles at All India Institute of Medical Sciences (AIIMS), Madurai, Tamil Nadu (i.e. Honda City / Maruti Ciaz/ Ford Figo Aspire / Volkswagen Ameo / Mahindra Verito / Toyota Etios / Swift Dezire/ Hyundai Accent / Honda Amaze / Innova / Maruti Ertiga, etc.)** as per the Terms & Conditions. **The initial period of contract shall be for 01 year. [This contract may be extended further on a year-on-year basis up to a total of 03 years, subject to mutually agreeable conditions and satisfactory service.**

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

Earnest Money Deposit (EMD) :

S. No	Description of Service	EMD (Rs.)
1	Hiring of Vehicle Services at All India Institute of Medical Sciences (AIIMS), Madurai, Tamil Nadu	72,000/-

Earnest Money Deposit (EMD) to be paid through SBI Collect by the bidder. EMD of Unsuccessful bidder will be returned after finalization of tender. EMD in form of Demand Draft / Cheque / Postal Orders, etc will not be accepted.

Procedure to pay EMD :

- ✓ The following link may be used for paying the fees through State Bank collect: <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=6691826>
- ✓ Select the category "**GOVT / PSU / COURTS**"
- ✓ Search "**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MADURAI**", then "Click"
- ✓ Select "**PROCUREMENT CELL**" from drop down menu and select "**TENDER FEE / EARNEST MONEY DEPOSIT EMD**" and fill the details.
- ✓ Columns with "*" are mandatory to fill and click "Next" button to verify the information submitted by you and click "Next" button for payment through SBI Net Banking (or) other Banks Net Banking (or) Credit Card (or) Debit Card (or) other payment modes. Transaction charges shall be borne by the applicant.
- ✓ The bidder has to take a print out of the payment receipt and submit along with technical bid.

Exemption: Firms registered with NSIC (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.

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-aiism@aiismmadurai.edu.in & gemaiismmadurai@gmail.com. The purchaser will respond in writing (e-mail) to any request for clarification provided that such request is received not later than 7 days prior to the deadline for submission of bids.

Pre-Bid Meeting : All the prospective bidders may attend the **Pre-Bid Meeting at Board Room, All India Institute of Medical Sciences (AIIMS) Madurai, Project Cell Office, Government TB Hospital Campus, Austinpatti Post, Thoppur, Madurai, Tamil Nadu** as mentioned in the schedule of tender. Changes, if any, may be incorporated in the bidding document after the Pre-Bid meeting and will be uploaded on CPPP website as "Corrigendum". Therefore, bidders are requested to submit their bids accordingly to revise changes after PBC, if any. No press advertisement will be made for corrigendum.

Amendments in Bidding Documents

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

Two Bid System Terms & Conditions:

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

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

Technical Bid (Specification) E-Tender for Hiring of Vehicle Services at AIIMS, Madurai

S. No.	DESCRIPTION	No of Vehicle	Contract Period	Place of Deployment
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2	Providing of 5-seater Sedan (or) Equivalent as approved on Monthly basis, not exceeding 2500 km / Month / Vehicle as mentioned below and complying to terms & conditions as per Annexure.	02*	12 Months	Madurai, Tamil Nadu
3	On-Call Vehicles (Daily/Trip Basis) – 14/25-seater Vans	As per demand	On call	Madurai Tamil Nadu

[*] The above requirement is tentative. The number of vehicles will be hired by the institute may be decreased or increased as per the requirement of the institute.

SPECIAL TERMS & CONDITIONS:

1. All vehicles provided must be in excellent and roadworthy condition, ensuring they are safe and fit for operation. The vehicles should not be older than five (5) years from the date of issue of tender. All vehicles shall be duly registered with Transport authority as commercial 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 12 hours per day along with medically and physically fit drivers who hold valid Driving License.
5. On completion of 12 hours duty per day, the vehicle to be taken care by the service provider and the vehicle should be available on the next day in the institute campus. The vehicle should be made available on request at any time (beyond 12 hours also).
6. The contractor has to be registered with the Tax Department and should submit a copy of GST Registration Certificate

7. Prices :

- i. The rates should be on monthly rental basis inclusive of driver salary, insurance, road tax, maintenance, etc.
- ii. The rent for stand by vehicle (including driver) quoted by the agency will be paid on monthly basis on submission of invoice and other necessary documents.
- iii. Extra Running charges (KM) will be paid as per the actuals and the rates quoted by the agency.
- iv. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his tender.
- v. In case of any reduction of taxes and statutory levies (if any) during the contractual period, AIIMS Madurai shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.
- vi. In case of increase in taxes/ duties during the contractual period, AIIMS Madurai shall be liable to revise the rates as per new taxes / duties for the services to be availed for the remaining period of the contract.

8. Price Revision:

- (i) No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula:

Increase or decrease in Petrol/Diesel during the month =

$$\frac{\text{Actual KMs run by the vehicle during month} \times (\text{Revised rate per Ltr on first day of the month} - \text{Base rate per Ltr})}{\text{Average KM per liter of fuel consumption (KMPL)}}$$

(Note: - The Base Rate of Diesel/Petrol is the prevailing rate on the date of award of work /contract. The Average KMPL is to be assumed as **14 Kms**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill).

(ii) The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30th Sep, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter for which escalation pertains. Base Rate of fuel would be fuel prices as on date of award of contract.

(iii) The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1st of the month.

9. **Holiday Policy:** Vehicles are required 6 days a week (Monday to Saturday). On Sundays and Central Government Gazetted Holidays, vehicles are normally **not required**. However, if required for emergencies or specific academic events, the vendor must provide the vehicle upon 24-hour notice at no additional fixed cost. No additional 'Daily Charges' or 'Holiday Premiums' will be paid for usage on Sundays or Gazetted Holidays. Only the KMs used on these days will be counted towards the 2,500 KM monthly ceiling
10. **Running Kms** will be calculated from the AIIMS Madurai Campus Gate (Entry/Exit).
11. The quoted rates are to be filled as per the proforma given in financial bid Part A and B. The rates quoted shall be fixed and valid for 1 year (or) till completion of the contract period, whichever is earlier.
12. Vehicles will be at the disposal of AIIMS Madurai throughout the duration of the contract. Suitable alternate arrangement has to be made by the agency in case a vehicle goes for maintenance / periodical service.
13. Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of AIIMS Madurai (**Annexure -IV**) and the service provider should ensure that at the end of duty; the duty slips are completed and signed by the users. This should be submitted along with monthly invoice.
14. Tampering of meter reading, vehicle usage timings, overwriting of summary / log book sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
15. **AIIMS Madurai reserves the right to cancel / reject any bids or all or for any particular vehicle without assigning any reason at any stage.**
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 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 Valid Registration Certificates, Valid Vehicle Insurance, Pollution under

Control (PUC) clearance, RTO tax payment papers, valid driving license and all other necessary 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. Contractor should submit the police verification report of the Drivers, Cleaners, etc before starting the service at their own cost.
21. Generally, the travel involves within the state of Tamil Nadu. Vehicles, if required, should be able to move freely to the neighboring States without any restrictions as sometimes vehicles may be used for the Inter State Travel.
22. 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. No charges will be paid by AIIMS Madurai.
23. All vehicles shall be comprehensively insured against all risks (including the driver and occupants & third party i.e. Own Damage (OD) and Third Party (TP). Insurance policy shall be renewed well before the due date. No charges will be paid by AIIMS Madurai.
24. All vehicles provided must be in excellent and roadworthy condition, ensuring they are safe and fit for operation. The vehicles should be not older than 5 years from the date of issue of tender. Also complying with the conditions as laid down by the Government for government Institution only would be considered. The vehicles should be with all necessary markings on the body as per Government orders.
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. AIIMS Madurai reserves the right to enter into contract for hiring of vehicles with one or more service providers/ bidders, if required.
27. The bidder shall not assign this contract or any part thereof to any third party.
28. 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.
29. 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 authorities. All RTO issues and Traffic violations are to be taken care by the contractor.
30. 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 Madurai.
31. Drivers should carry sufficient cash for discharging obligations on account of parking charges & toll taxes.
32. Parking charges & toll fee will be reimbursed to the contractor along with monthly bill / payment. Proper supporting documents would have to be submitted along with such claims.

33. Lodging, boarding, transportation of drivers shall be the contractor's responsibility, in case of outstation trips. No charges will be paid by the AIIMS Madurai.
34. The driver provided by the contractor should fulfill 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 and ironed (White and White).
 - iii. Should be well qualified and should be able to read and write.
 - iv. Should not resort to intoxication in any form.
 - v. Should not get indulged in any activity inimical to security of the officers travelling.
 - vi. Should be in possession of Mobile phone with valid connection.
 - vii. Should attend to the duty at least 15 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 / uniform, not behaving properly, engaging in rash and unsafe driving, AIIMS Madurai shall have right to expel or refuse entry to such of the drivers and vehicle to be treated as absent. No payment will be paid for the particular trips.
35. Statutory duties/ Taxes/ Cess which is not payable as per law in force shall not be paid to the Transport Service Provider.
36. Contractor able to provide additional vehicle whenever is required by the institute i.e. 5 seater / 7 seater vehicles / Tempo Traveler / etc on request on additional payment basis (trip basis). The vehicles should be properly maintained and suitable for travel by the Doctors, Students, Staff, etc.
37. **Penalty Clause:** To ensure uninterrupted service, the following penalties shall apply:
- a) **Non-Provision of Vehicle:** ₹2,000 per day plus the actual cost of hiring an alternative vehicle.
 - b) **Late Reporting:** ₹500 per instance or part thereof.
 - c) **Uniform/Conduct Violation:** ₹200 per instance for drivers not in uniform or using mobile phones while driving.
 - d) **Mechanical Breakdown:** If a replacement is not provided within **2 hours**, a penalty of ₹1,000 per instance will be levied.
38. **Requirements for On-Call Vehicles:**
- a) **Vehicle Types:** Includes 5-seater Sedan (AC), 7-seater (AC), 14-seater Van (AC/Non-AC), and 25-seater Van (AC/Non-AC).
 - b) **Age Limit:** All on-call vehicles provided must not be older than **5 years** from the date of tender issuance.
 - c) **Compliance:** All vehicles must have valid commercial registration, comprehensive insurance, and fitness certificates as per RTO norms.
 - d) **Safety Features:** Must be equipped with portable fire extinguishers and first aid kits.
 - e) **Cleanliness:** Vehicles must be cleaned internally and externally before each deployment.
 - f) **Mobilization Time:** The vendor must be capable of providing On-Call vehicles within a **24-hour notice** period.
 - g) **Reporting:** For daily basis hiring, the "Running KM" will be calculated from the AIIMS Madurai Campus Gate.

- h) **Driver Standards:** Drivers for on-call duties must follow the same protocols: valid commercial license, white-and-white uniform, mobile phone availability, and strictly no intoxication.
- i) **Demand Basis Deployment:** "The actual hiring of any vehicle (Monthly or On-Call) is strictly on an **as-and-when-required basis**; the Institute is not obligated to hire all specified quantities at a stretch"

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

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal 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)		
C	Is your agency Recognized / Registered (Attach attested photocopy as a proof) If yes, tick as applicable (i) Recognized by Govt. of India as Tourist Transport operator (ii) Registered under Companies Act (iii) Registered under Shops and Establishment Act (iv) Registered as firm (v) Proprietorship/Any other category (please specify) (vi) Sister concern of. (please specify name) - Partnership Deed in case of partnership firm or Articles / Memorandum of Association in case of Companies, if applicable: (attach attested photocopy as proof, if applicable and as applicable)		
D	Proof of 03 Nos of 7-seater, 02 Nos of 5-seater Sedan (not older than 5 years from the date of issue of tender), registered as commercial vehicle in the name of Proprietor / Company / Partners / firm/ director / lease agreement / etc. as the case may be : (Attach attested photocopy of documents as a proof i.e. Vehicle Registration Certificate, Fitness Certificate, Vehicle Permit for commercial use, Motor Insurance Certificate, Pollution Certificate, Road Tax Certificate and vehicle ownership certificate / lease agreement of each vehicle with date of validity)		
E	PAN No. (enclose the attested copy of PAN Card)		
F	GST Registration Certificate showing clearly GST no. of the firm		
G	Income Tax Return for the last Three years.		
H	Annual Turnover should not be less than Rs. 4 Lakh for last Three Financial Years along with financial statements of last three years. [Relaxed for Startups as per DIPP norms] The condition of prior turnover 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.		
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 CPPP has been made or not.		
J	Performance Statement Form as per Annexure –III		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		

L	Notarised affidavit as per Annexure –II 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. (iii) We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in last one year. (If you don't fulfill these criteria, your tender will be out rightly rejected.)		
M	Declaration of Bid Security (Annexure-V)		
N	Bank Details : 1. Beneficiary Name : 2. Bank Name :3. Account No :4. IFSC Code :5. Branch Address		
O	GFR 144 XI Compliance Certificate as per Annexure VIII		
P	Whether the signature on each page has been made by the bidder or not.		
Q	Integrity pact (Annexure VII)		

(ii) FINANCIAL BID:

1. The Rates are to be quoted in the given format “**at financial bid Part A and Part B**”
2. The agency should indicate the base rent amount (Inclusive of all expenses like driver salary, maintenance, insurance, etc) and applicable GST.
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. **L1 shall be decided based on rates quoted for vehicle for Category 1 and Category 2 as in “Column A” cumulatively (Inclusive of taxes). Incomplete financial bid shall be rejected. The rates in Column “A” should be filled in the CPPP.**

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 work order. Any delay in commencement of operation beyond 15 days from the date of receipt of order will attract Liquidated damages of **Rs.1,000/-** per day per vehicle 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 Institute 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 without assigning any reasons.

- E.** Conditional Bids will be treated as unresponsive and therefore may be rejected.
- F. Termination:** The AIIMS Madurai 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.
- G. Eligibility Conditions for Bidders:** The Contractor/Agency should fulfill following eligibility criteria for applying this tender.
- i. The vehicle models not older than 5 years from date of issue of tender and vehicles registered as commercial vehicles. In case Institute requires more than mentioned vehicles at a time it will be the responsibility of the contractor to manage the same at the contractual rates specified in the contract.
 - ii. 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.
 - iii. Bidder should have at least 03 years of experience in providing commercial / passenger vehicles to any Government organization / PSU / Autonomous bodies / Private organization with in the past 06 years from the date of issuance of the tender
- H.** The Annual turnover of the Bidder should be at least Rs.4 lakhs in the last three financial years. Audited financial statements or financial statement showing turnover to be enclosed as proof of the same. IT returns (or) Audited balance sheet reports for three years (i.e. Financial year 2023-24 ,2024-25 & 2025-26 to be submitted.
- I. 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, Madurai.
- J. PERFORMANCE SECURITY DEPOSIT:-**
- The successful bidder will be liable to furnish a security deposit of **5% of contract value** as Performance Security Deposit in favour of “**All India Institute of Medical Science (AIIMS) Madurai**” by way of “Performance Bank Guarantee” (or) FDR from a Nationalized Bank. The Performance Bank Guarantee should be valid for 15 months (12 months of contract period + 3 months), which is refundable after expiry of the contract period, subject to successful fulfillment of terms and conditions and on receipt of requisite No Dues Certificate from the concerned Departments / Authorities. The Performance Bank Guarantee is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. If any dues / penalty payable by the agency to AIIMS Madurai, shall be deducted from the Performance Bank Guarantee before release.
- K. 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 the Executive Director, AIIMS Madurai 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.

L. LAW GOVERNING THE CONTRACT AND JURISDICTION.

The Court of Madurai shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

M. OTHERS:-

The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agencies without prior written consent of the Executive Director, AIIMS Madurai. 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 Madurai.

The AIIMS Madurai 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 Madurai.

AIIMS Madurai 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.

N. Debarment from bidding.

- (i) A bidder shall be debarred if he has been convicted of an offence-
 - under the Prevention of Corruption Act, 1988;or
 - 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.

P. Code of Integrity:

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

- a) Prohibition of 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 other wise 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 behavior 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;
 - (i) disclosure of conflict of interest.
 - (ii) 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 Director, AIIMS Madurai 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

Annexure-I to VI

(Should be submitted along with technical bid)

S.No	Particulars	Annexure Ref.
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I
2	Criminal Liability Undertaking	Annexure- II
3	Performance statement form	Annexure- III
4	Financial Bid	Annexure- IV
5	Format of duty slip	Annexure- V
6	Declaration of Bid Security	Annexure- VI
7	Integrity Pact	Annexure -VII
8	GFR 144 XI Compliance Certificate	Annexure - VIII

Name of the E-Tender: Hiring of Vehicle Services at AIIMS, Madurai.

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 & CEO

AIIMS Madurai

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, MADURAI, TAMILNADU to supply the approved awarded items in the approved prices to AIIMS Madurai.
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 & CEO, AIIMS Madurai, 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 **5% of contract value** /- shall be deposited by me/us in the form of FDR/Bank guarantee in favour of **All India Institute of Medical Science (AIIMS) Madurai** on award of the contract from a Nationalised / Commercial Bank and shall remain in the custody of the Executive Director, AIIMS MADURAI till the validity of the Contract period plus three month (i.e. for 15 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 Madurai 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 Madurai, 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 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 Director, All India Institute of Medical Sciences, Madurai (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 Services at AIIMS, Madurai.

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.100/-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 of M/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 last one year.

Affirmation/Verification
By Notary Public

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

Performance Statement Form

Name of the Firm.....

SI No.	Contract placed by (Full address of the client)	Period of contract	Contract Value (Rs.)	Whether the service was Satisfactory (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 and Performance Certificate from two different customers to whom provided the same services during last 06 years).

Annexure- IV

Financial Bid (Part- A)

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

SI No	Name of Vehicle	A Standard running of 2500 KMs and 12 hrs./day (All Inclusive Rates in Rs.)	B Rate in Rs. for extra KM (beyond 2500 KM per Month)	(C) Driver Bata in Rs. for extra per Hour (beyond 12 hrs /day)
1	<u>Vehicle Category – 1</u> 7 seater including driver on Monthly rental basis, not exceeding 2500 km/month			
2	<u>Vehicle Category – 2</u> 5 seater Sedan including driver on Monthly rental basis, not exceeding 2500 km/month			
GST @ 5% extra as applicable on above rates				

Note :

L1 shall be decided based on rates quoted for vehicle for Category 1 and Category 2 as in “Column A” cumulatively (Inclusive of taxes). Incomplete financial bid shall be rejected. The rates in Column “A” should be filled in the CPPP.

Financial Bid (Part- B (i))

(This rate will not be considered for deciding L-1 bidder in Part-A)

On Call Basis (All Inclusive Rates for A/C & Non A/C Vehicle + Driver + Fuel)

SI No	Category of Vehicle	Rate for 60 KMs & 4 Hrs (All Inclusive Rates)	Rate for 150 KMs & 8 Hrs (All Inclusive Rates)	Rate for 300 KMs & 12 Hrs (All Inclusive Rates)	Rate per additional running KM (Rs.)	Rate per additional hour (Rs.)
1	Sedan or Equivalent-AC					
2	7 seater AC Innova					
3	Van (14-Seater) Non-AC					
4	Van (14-Seater) AC					
5	Van (25-Seater) Non-AC					
6	Van (25-Seater) AC					
GST @ 5% extra as applicable on above rates						

I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.

1. The above quoted rates are inclusive of insurance, other incidental charges. No other charges would be payable by the Institute.
2. That I/We shall provide the vehicle as per requirement.
3. 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:

(This page should be filled and uploaded in the online portal)

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

(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.

Declaration of Bid Security

Name of the E-Tender: Hiring of Vehicle at AIIMS, Madurai.

To

The Executive Director & CEO
AIIMS- Madurai

Dear Madam/Sir,

I/We Mr./Ms._____authorized person to sign the bid document for Tender for Hiring of Vehicles at AIIMS, Madurai do here by declare 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/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

If we withdraw or modify the bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in the tender document/ LoA, we will be suspended for the period of time specified in the debarment clause in tender document from being eligible to submit Bids/Proposals for contracts with AIIMS Madurai.

Signature of Bidder with Seal

INTEGRITY PACT

Between

All India Institute of Medical Sciences-Madurai (**AIIMS-Madurai**) Institute of National Importance under the PMSSY Division, Ministry of Health and Family Welfare, Government of India

hereinafter referred to as “**BUYER**” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**

And

M/s _____ a company/firm/individual (Status of the company) having its registered office at --
----- represented by Shri. _____, hereinafter referred to as “**BIDDER / SELLER**” Which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**

WHEREAS the BUYER proposes to procure under laid down organizational procedures, contract/s for -----
(Name of the work/ goods/ services) and the BIDDER / SELLER is willing to offer against NIT No./Bid No.

WHEREAS the **BIDDER/SELLER** is a private company / public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Central Institute.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

SECTION 1- COMMITMENTS OF THE BUYER

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- I. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.
- II. The BUYER will, during the pre-contract stage, and during the entire tendering process treat all the BIDDER/SELLER alike, and will provide to all the BIDDER/SELLER the same information and will not provide

any such information to any particular BIDDER/SELLER which could afford an advantage to that particular BIDDER/SELLER in comparison to other BIDDER/SELLER

- III. The BUYER will exclude from the process all known prejudiced persons. All the officials of the BUYER will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
2. If the BUYER obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary action.
3. Person Signing shall not approach the courts While representing the matters to IEMs and he/she will await their decision in the matter.

SECTION 2: COMMITMENTS OF THE BIDDER(S)

1. The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution: -
2. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BUYER for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BUYER.
4. The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
5. The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any / all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract
6. The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

8. The BIDDER either while presenting the bid or during precontract negotiations or before signing the contract, shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
9. The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
10. The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
11. The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
12. The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
13. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
14. The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
15. The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
16. In case of sub-contracting, the bidder/ shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
17. The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
18. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the Existing provisions of GFR-2017 PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organisation concerned.
19. Person Signing shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
20. In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact, In case of subcontracting, the Principal contractor shall take responsibility of the adoption of IP by the subcontractor. It is to ensured that all

subcontractors also sign the IP. In case of Subcontractors, the IP will be a tripartite arrangement to be signed by the Organisation, the contractor and the subcontractor.

SECTION 3: PREVIOUS TRANSGRESSION

1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
2. The Bidder agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

SECTION 4: EARNEST MONEY (SECURITY DEPOSIT)

1. While submitting commercial bid, the BIDDER Shall deposit an amount----- As Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - I. Bank Draft or a Pay order in favour of
 - II. A confirmed guarantee by an Indian Nationalised Bank, Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - III. Any other mode or through any other instrument
2. The earnest Money Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder and the buyer including warranty period, whichever is later.
3. In case of the Successful BIDDER a clause would also be incorporated in the article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of decision by the buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

SECTION 5: SANCTIONS FOR VIOLATIONS

1. Any breach of the aforesaid provisions by the BIDDER or any other employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - I. To Immediately call off the precontract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDERs) would continue.

- II. The Earnest Money Deposit (In precontract stage) and /or Security Deposit/Performance Bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and BUYER shall not be required to assign any reason therefore.
 - III. To Immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - IV. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than INDIA, with a interest thereon at 2% higher than the LIBOR, IF any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - VI. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation Rescission and the BUYER shall be entitled to deduct the amount so payable from the Money(s) due to the BIDDER.
 - VII. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - VIII. To recover all sums paid in violation of this Pact by BIDDER to any middleman or agent or broker with a view to securing the contract.
 - IX. In cases where irrevocable letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER , the same shall not be opened.
 - X. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit t the same without assigning any reason for imposing sanction for violation of this PACT
2. The buyer will be entitled to take all or any of the actions mentioned at Para 6.1(1) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitors appointed for the purposes of this pact.

SECTION 6: FALL CLAUSE.

The bidder undertakes that it has not supplied/is not supplying similar product/systems. Or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the Bidder to any other ministry/Department of the Government of India or a PSU at a lower price then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the BUYER, if the contract has already been concluded.

SECTION 7: INDEPENDENT MONITORS.

1. The BUYER has appointed **INDEPENDENT MONITORS** (Hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

Following are the IEM of AIIMS-Madurai

1. Name of the IEM: Dr. Akhilesh Kumar Ambasht

Address: 5606, Orchid Crescent, DLF – Phase IV, Sector 27, Gurugram - 122009

Email ID: aambasht89@rediffmail.com

2. Name of the IEM: Shri. Subodh Kumar Jaiswal

Address: B2703, Lotus Enpar Residency, 45, Hanuman Klane, Lower Parel West, Mumbai - 400013

Email ID: subodhjaiswal22@gmail.com

3. The task of the MONITORS shall be review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.

4. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

5. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes meetings.

6. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the BUYER.

7. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Bidder. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.

8. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

9. The monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the buyer/bidder and should the occasion arise, submit proposals for correcting problematic situations.

10. The IEMs/Monitors shall examine all the representations/grievances/complaints received by them from the bidders or their authorised representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms and conditions, choice of technology/specifications etc.

11. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEM's jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to

some unavoidable reasons, the available IEMOs) will conduct examination of the complaints. Consent of IEM(s) who may not be available, shall be taken on record.

12. The role of IEM is advisory and the advice of IEM is non-binding on the organisation. However, as IEM are invariable persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP

SECTION 8: FACILITATION OF INVESTIGATION

In case of an y allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

SECTION 9: LAW AND PLACE OF JURISDICTION

This pact is subject to Indian Law. The place of performance and jurisdiction is the MADURAI-TAMIL NADU.

SECTION 10: OTHER LEGAL ACTIONS.

The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11: VALIDITY

1. The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case Bidder is unsuccessful, this integrity pact shall expire after six months from the date of the signing the contract.
2. Should one or several provisions of this pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this integrity pact at ----- on

BUYER		BIDDER	
Name of the officer		Chief Executive Officer	
Designation			
Section			
	Witness		
1.	1.		
2.	2.		

GeM Bid No: _____

GFR 144 XI Compliance Certificate (as per order F.No.6/18/2019-PPD, Ministry of Finance, Gol):

I have read the clause regarding restrictions under GFR 144 XI on procurement from a bidder of a country which shares a land border with India. I certify that this vendor

- Is not from such a country
- Is from a country and has been registered with competent authority (attach evidence of valid registration).

(select one of the above and strike off the other)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered for procurement on GeM.

Authorised signatory with date