



अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR

Address: Plot No. 2, Sector-20, MIHAN, Nagpur– 441124

Email: - procurement@aiimsnagpur.edu.in

Ph.No.0710-3295590

Notice Inviting Tender for “Operation and Maintenance of Medical Gas Pipeline System (MGPS plant) at AIIMS Nagpur”

At

All India Institute of Medical Sciences, Nagpur

CRITICAL DATE SHEET

Published Date	14/10/2026 Time 05.00 PM
Bid Document Download / Sale Start Date	14/10/2026 Time 05.05 PM
Pre-Bid Meeting	19/10/2026 Time 03.00 PM
Bid Submission Start Date	20/10/2026 Time 09.00 AM
Bid Submission End Date	16/11/2026 Time 03.00 PM
Bid Opening Date	17/11/2026 Time 03.00 PM

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Nagpur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Nagpur with the selected bidder/firm/agency.

1. Director AIIMS Nagpur invites online bids on single stage two bid systems for “**Operation and Maintenance of Medical Gas Pipeline System (MGPS plant) at AIIMS Nagpur**”. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site www.aiimsnagpur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the **AIIMS web site www.aiimsnagpur.edu.in** and Central Public Procurement Portal (CPPP) e-procurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Nagpur.

The Technical bid should include as per Annexure –A

General Terms and Conditions: -

1. **Manual bid shall not be accepted in any circumstances.**
2. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. **Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the CPP Portal at <https://eprocure.gov.in/eprocure/app>.**
4. **Quotations/Bid should be valid for 120 days** from the date of opening of tender,
5. The bidder must have successfully executed/completed similar Services, over the last three years i.e. the current financial year and the last three financial years: -
 1. Three similar completed services costing not less than the amount equal to Rs. **23 Lakh**; or
 2. Two similar completed services costing not less than the amount equal to Rs. **35 Lakh**; or
 3. One similar completed service costing not less than the amount equal to Rs. **46 Lakh**. Financial statement clearly stating receipts from manpower service or certificate from CA to be submitted with UDIN.
6. The gross average turnover in each of the last three financial years i.e. **2022-2023, 2023-24 & 2024-25** of providing manpower service to Central/State Govt. Agencies including PSU/Autonomous Organization and reputed Private Companies should be not less than **₹ 29 Lakh**. The bidder should submit financial statement of concerned year verifying the annual turnover by CA with UDIN.
7. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, and GST registration.
8. The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the EMD will be forfeited. Furthermore, on completion of the stipulated time period, Work Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
9. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
10. All disputes shall be subject to Nagpur Jurisdiction only.
11. AIIMS Nagpur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
12. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> on administrative office at AIIMS Nagpur Premises at the time of bid opening.
 - i. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned services.
 - ii. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
13. Copies of original documents defining the constitution or legal status, place of registration and principal place of

business of the company or firm or partnership, etc. Joint venture are not allowed to participate in this tender.

14. Award of Contract

The Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

- i) Notwithstanding the above, the Institute reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - ii) The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.
15. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.

16. Earnest Money:

Earnest money (i.e. ₹ 1,75,000/-) to be deposited in the form of **Insurance Surety Bonds/Account Payee Demand Draft/ FDR/ Banker's Cheque or BG (including e-Bank Guarantee)**. In the case of EMD is submitted in the form BG the same need to be essentially linked to SFMS by issuing bank for verification. Scanned copy to be enclosed with technical bid. It is also clarified that the bids submitted without earnest money will be summarily rejected. **The Insurance Surety Bonds/Account Payee Demand Draft/ FDR/Banker's Cheque or BG (including e-Bank Guarantee) may be prepared in the name of "Director, AIIMS, Nagpur"**. The EMD (Original Insurance Surety Bonds/Demand Draft/ FDR/Banker's Cheque or BG (including e-Bank Guarantee) or any exemption certificate) must reach at Store Office, Ground Floor, Admin Block, Plot No. 2, Sector 20, MIHAN, Nagpur prior to opening of tender.

i) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Nagpur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

ii) Tenders without Earnest Money or Tender cost will be summarily rejected.

iii) No claim shall lie against the AIIMS Nagpur in respect of erosion in the value or interest on the amount of EMD.

iv) If MSE firm is registered with following agencies for tendered item then they are exempted for submission of EMD.

- (i) District Industries Centers.
- (ii) Khadi & Village Industries commission.
- (iii) Khadi & Village Industries Board.
- (iv) Coir Board.
- (v) Small Industries Corporation (NSIC).
- (vi) Directorate of handicraft & Hand looms.
- (vii) Any other body specified by Ministry of MSME (Ministry of Micro, Small & Medium Enterprises).
- (vii) Udyam registration certificate for micro and small enterprises.

If MSE's who are interested in availing these benefits will have to attach with their offer the proof of their beings MSE's registered with any of the above-mentioned agencies.

v) The earnest money will be returned/refund to the unsuccessful tenderer after the tender is decided.

vi) EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

17. Tender Cost: - Exempted as per GFR -2017.

1. In case the service provider requires any elucidation regarding the tender documents, they are requested to contact to the Administrative Officer, AIIMS Nagpur through e-mail: procurement@aiimsnagpur.edu.in on or before end date of clarification as per critical date sheet.
2. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

Administrative Officer,

For and on behalf of **Director, AIIMS Nagpur.**

Other Terms & Conditions:**1. Performance Security Deposit: -**

The successful bidder shall have to submit a 3% performance Security Deposit (PG) of contract value within **21 days** from the date of issue of Letter of Award (LOA)/Contract. Extension of time for submission of PG beyond 15 days and up to 30 days from the date of issue of LOA/Contract may be given at the discretion of competent authority. However a penal interest of 15% per year shall be charged for the delay beyond 15 days. i.e. from date of issue of LOA/Contract. In case of the bidder fails to submit the requisite PG even after 30 days from the date of issue of LOA/Contract the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Deposit is mandatory. Successful bidder/firm should submit performance security as prescribed in favour of **“Director, AIIMS Nagpur”** to be received in the office of Administrative Officer, Ground Floor, Admin Building, AIIMS, Nagpur (Maharashtra) Pin-441108. The Performance Security in the form of Insurance Surety Bonds, Account payee **Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee)** from a Commercial Bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects duly pledged in the name of the **"Director, AIIMS Nagpur"** payable at Nagpur. **In case of Performance Security deposit is submitted in the form Bank Guarantee the same need to be essentially linked to SFMS by issuing bank for verification.** Validity of the performance security shall be for a period of 60 days beyond the expiry of contract.

Forfeiture of Performance Security Deposit

If during the term of this contract, the contractor is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the AIIMS NAGPUR shall without prejudice to its other rights and remedies hereunder or at the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the AIIMS NAGPUR from recovering from contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

2. Contract Period: -

The duration of the contract shall be **for One year and extendable for another one year or curtailed at the discretion of the Competent Authority of AIIMS, Nagpur.**

The period of the contract may be extended for mutually agreed period after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm / Agency or otherwise at the discretion of the AIIMS, Nagpur.

However, AIIMS Nagpur reserves right to terminate this contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company/ Firm / Agency. However, the agency will have no option to withdraw from the contract on his own during the initial contract period of one year. No notice period will be given in case of violation of condition 17 (v) of the scope of work.

3. Right of Acceptance: -

AIIMS, Nagpur reserves the right to accept or reject any or all tenders/quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender.

4. Validity of the bids: -

The bids shall be valid for a period of **120 days** from the date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

5. Communication of Acceptance: -

AIIMS, Nagpur reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Nagpur also reserves the right to reject any bid which in his opinion is non- responsive/not- viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected out-rightly.

6. Breach of Contract: -

In case of breach of any terms and conditions as mentioned Agreement/Contract, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Nagpur. In that event the security deposit shall also stand forfeited.

7. Subletting of contract: -

The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Nagpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

(i) Evaluation Criteria for Financial Bid of technically qualified firm: -

The service charge quoted shall be responsive and the same should be inclusive of other expenses like Maintenance of record, salary slip, etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

Table-A: Annual Service Charge quoted by the bidder in Rupees for the manpower services.

Table-B: Annual service charges quoted by the bidder against the specified services/items, as applicable

The **total evaluated annual Service Charge** shall be calculated as:

Total Evaluated Service Charge = Service Charge under **Table-A** + Total Service Charges under **Table-B**

The bidder quoting the **lowest total evaluated annual Service Charge (exclusive of GST)** shall be considered L1, subject to fulfilment of all other terms and conditions of the tender.

Minimum Service Charge: The bidder shall quote a minimum Service Charge of **₹91,881/- (Rupees Ninety-One Thousand Eight Hundred Eighty-One only) per annum, exclusive of GST (In Table-A)**, or an amount higher than this. Any bid quoting a Service Charge below ₹91,881/- per annum shall be liable for rejection.

8. Clarification of Offers: -

To assist in the analysis, evaluation and computation of the Bids, the Competent Authority, may ask Bidders individually for clarification of their Bids. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid offered shall be permitted.

9. Right to call upon information regarding status of contract: -

The AIIMS, Nagpur will have the right to call upon information regarding status of contract at any point of time.

10. Terms of payment: -

Monthly compliance documents shall be submitted; (however consolidated payment shall be made quarterly) on triplicate copies and shall attached biometric attendance sheet, EPF, ESI deposit slip, GST challan, salary sheet & RTGS (monthly wages Bank statement) only deployed personnel of AIIMS Nagpur. Printout of the banking transaction is to be submitted to the AIIMS along with the monthly wage bill for payment. Agency to ensure that wages must be revised from time to time and paid to staff as per the order of Chief Labour Commissioner, Ministry of Labour & Employment. Any other related documents will have to be submitted before the competent Authority of AIIMS, Nagpur. It may be noted that under the provision of the Indian Income Tax Act and other statutory Tax, the AIIMS NAGPUR is required to deduct Tax with surcharge at source at prevailing rates from the gross amount of each bill submitted.

Agency would also provide salary slip in bilingual Hindi & English to each personnel deployed by them at AIIMS every month and the salary slip should display following details:

- Name of the Agency
- Name of the Employee
- Father's Name of the Employee
- Employee Code (issued by Agency)

- ESI No. of the Employee
- EPF No. of the Employee
- Wages details in all respects.

11. Laws / Acts: -

The Agency shall be solely responsible for compliance of the provisions of various Labour and industrial laws, relating to wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Nagpur or for any accident caused to them and the Institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by **07th of every month** without fail and irrespective of any delay for whatever reason in settlement of its bill by the Administrative Department, at AIIMS, Nagpur and without deducting any commission except that for PF & ESI, from the wages paid by the AIIMS, Nagpur. **The agency is required to pay the monthly wages to its workers as engaged through online/net banking only directly to the saving bank accounts of all the workers and a certified.**

The Agency shall also be responsible for the Insurance of its personnel. The Agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/

modifications: -

- (a) The Minimum Wages Act 1948
- (b) The Employees Provident Fund & Misc. Provision Act, 1952
- (c) The Contract Labour (Regulation & Abolition) Act, 1970
- (d) The Payment of Bonus Act, 1965
- (e) The Payment of Gratuity Act, 1972
- (f) The Employees State Insurance Act, 1948
- (g) The Child Labour (Prohibition and Regulation) Act, 1986
- (h) The Pradhan Mantri Rojgar Protsahan Yojana

12. Requirement of various manpower and remuneration: - As per Table A & B of Annexure - B**13. Award of Contract**

- a) AIIMS Nagpur will award the contract to the bidder whose quotation has been determined to be substantially responsive and with the Lowest Service charge in Rs for **Table-A & Table-B together**. However in Table-A in manpower service bidder required to quoted minimum of **Rs. 91,881/- (Per Annum Excl. GST)** of the salary of the deputed employee's salary. However, this service charge (quoted by vendor in Rs) won't be increased in the entire duration of contract even though if salary revised of the employees by labor commission.

In case of tie i.e. for two or more firms then L1 will be decided on the basis manual of procurement of non-consultancy services.

- b) The following deviations will be deemed material deviations:
 - i. Non-submission of appropriate Bid Security;
 - ii. Bid-validity period less than that stipulated in this tender document;
- c) AIIMS Nagpur determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.
- d) A bid determined as substantially non-responsive will be rejected by AIIMS Nagpur and shall not be considered beyond tender opening stage by correction of the non-conformity.
- e) AIIMS Nagpur may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- f) Notwithstanding the above, AIIMS Nagpur reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- g) The bidder whose bid is accepted will be notified of the award of contract by the AIIMS Nagpur prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

14. Arbitration: -

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result with in a period of 30 days, either of the parties may make a request to Executive Director, AIIMS Nagpur to settle the

dispute by Sole Arbitrator. Sole Arbitrator will be appointed by the Director, AIIMS Nagpur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

15. Legal Jurisdiction: -

The agreement shall be deemed to have been concluded in Nagpur (Maharashtra) and all obligations here under shall be deemed to be located at Nagpur (Maharashtra) and Court within Nagpur (Maharashtra) will have Jurisdiction to the exclusion of other courts.

16. The manpower resource wages (in Table-A) will be revised as per norms of State/Central Govt. Service charge of Table-B shall not be increased.**17. Scope of Work: -**

- a. The agency has to deploy various type of manpower as mentioned in Table-A through outsource basis. However, the number of employees to be deployed may be increased or decreased as per discretion of AIIMS, Nagpur. The agency shall ensure that man power to be deployed considering the reservation policy of Govt. of India.
- b. The agency has to pay all statutory dues/charges in respect of the workers as engaged by him under the scope of this contract which shall be included in the consolidate wage and the Institute will not reimburse any such dues separately. The agency will not recover any charges more than any statutory charges as deposited by him from the wage bill of its worker. Therefore, the agency has to adhere to all statutory liability and this aspect should be taken care of while quoting the service charge.
- c. The number and arrangement of deployment of the manpower is without prejudice to the right of Authority of AIIMS, Nagpur to deploy the personnel as specified under this tender in any other mode(s) or manner considered to be more suitable in the interest of the AIIMS, Nagpur. The decision of the AIIMS, Nagpur in this regard will be final.
- d. The manpower those who are posted to work in the different areas of AIIMS will have to follow the schedule as per the requirement of the operational area. They may also be posted to work in shift as per the Institute's requirements. No extra payment will be made on this account. Deployment of any employee/personnel by the Contracting Firm at AIIMS Nagpur shall be subject to prior approval of the Competent Authority of AIIMS Nagpur. No personnel shall be deployed or replaced without obtaining such approval in writing. AIIMS Nagpur reserves the right to accept or reject any proposed deployment without assigning any reason.
- e. There shall be no master and servant relationship between AIIMS, Nagpur and the persons deployed through the Agency. The agency will be the sole employer of these manpower. The persons so deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities as admissible to ad-hoc, regular/confirmed employees of this Institute during the currency or after expiry of the contract. It will not bestow any liability implicitly or explicitly upon AIIMS, Nagpur in connection with any loss or damage caused to the workers as engaged by the agency.
- f. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity at the Institute.
- g. The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and forfeiture of the performance security.
- h. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, and other engagement conditions as mentioned in this tender document in respect of his workers to be engaged at AIIMS, Nagpur under the scope of this contract. The essential qualification/experience are indicative in nature. However, at the time of engagement these aspects shall be decided as per AIIMS, rule or AIIMS, Nagpur may ask the Agency

to engage any other category of personnel having prescribed qualification & experience at latter date after award of contract. The Agency will get their antecedents, identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at AIIMS, Nagpur the amount of the compensation as decided by the AIIMS, Nagpur will be final and agency will accept the same and AIIMS NAGPUR will extend no financial or any other benefit in this regard.

- i. The full particulars of the personnel to be deployed by the Agency including their names, addresses and identity proof shall be furnished to the Engineering Section, AIIMS, Nagpur along with testimonials before they are actually deployed for the job. **The suitability of the workers to be engaged under this contract is to be examined by the authorized official(s) of the AIIMS, Nagpur and agency will only engage those who are cleared by the authorized official(s) as mentioned above. Accordingly, the agency will provide sufficient number of workers to be screened for engagement.** The contractor has to provide required suitable manpower within two days of the intimation received from the authorized official of the AIIMS, failing which the same will be construed as violation of the terms and condition of the contract.
- j. The Agency shall not deploy or shall discontinue deploying the person(s), unless asked for by the authorized official(s) of the AIIMS, Nagpur, at any time without assigning any reason whatsoever. In case the authorized official of AIIMS Nagpur intimate to disengage or replace any workers, the agency will comply the same immediately.
- k. The personnel shall work under direction and guidance of the concerned officials/Departments and will be answerable to them. This will, however, not diminish in any way, the Agency's responsibility under the contract to AIIMS, Nagpur. Attendance Register shall be maintained in respective Departments/Offices, copy of which shall be enclosed along with the monthly bill by the Agency. In case the AIIMS Nagpur Authority introduces Bio- metric attendance for these workers as engaged by the agency, the workers of the agency have to follow the same. The agency will make available the attendance registers as maintained by him for cross checking by the AIIMS, Nagpur Authority.
- l. A senior level representative of the Agency shall visit AIIMS, Nagpur at least once-a- day/as and when required and comply the requirement. During the visit, Agency's representative will meet the authorized rep by Director, AIIMS, Nagpur/officer dealing with the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of above deployed representative will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the AIIMS, Nagpur is not divulged or disclosed to any person by the personnel deployed by it.
- m. The Agency shall ensure that any replacement of the personnel, as required by the authorized official(s) of the AIIMS, Nagpur for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Nagpur. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of AIIMS, Nagpur at Agency's own cost.
- n. The Agency shall provide reasonably good Photo Identity Cards to its personnel deployed at AIIMS, Nagpur at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition.
- o. The agency should not insist the employees to pay any registration/administrative charges during inception or the entire contract period.
- p. The Agency shall ensure for installation of Biometric Devices at their own cost at various location of AIIMS Nagpur where outsourcing staffs are deployed. Responsibility for maintenance of these devices and generation of attendance will be held with agency.
- q. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Nagpur/ MoH&FW / Govt. of India / any State or any Union Territory.
- r. The day-to-day functioning of the services shall be carried out in consultation with concerned departments of

AIIMS, Nagpur. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of competent authority of AIIMS, Nagpur.

- s. As and when AIIMS, Nagpur requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days or as to be given by the Administrative Department, AIIMS, Nagpur.
- t. The Executive Director, AIIMS, Nagpur has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.
- u. In case of non-compliance/non-performance of the services according to the terms of the contract, the Competent Authority of AIIMS, Nagpur shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
- v. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify AIIMS, Nagpur against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in AIIMS, Nagpur. Any complaint towards non- payment of wages, other liabilities and statutory obligations will lead to immediate termination of contract with penalty.
- w. The decision of the AIIMS, Nagpur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- x. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Institute.
- y. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed under the scope of this contract. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.
- z. No manpower will be deployed without written order of Administration/Engineering Section, AIIMS, Nagpur
- aa. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- bb. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- cc. AIIMS, Nagpur shall pay the agreed amount on production of quarterly bill. No other charges of any kind shall be payable.
- dd. The visitors shall be regulated as per the directions of the Superintendent Engineer, AIIMS, Nagpur and procedure and records thereof maintained as stipulated the Superintendent Engineer. Further, the visitors shall be attended with due courtesy.
- ee. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
- ff. Bidder shall issue experience certificate to all employees after completion of contract.

It is clearly stipulated that the **salary, wages, and all statutory liabilities** of the Supervisor shall be **borne entirely by the Contracting Firm**, and **no additional financial liability** on this account shall accrue to AIIMS Nagpur.

The Supervisor shall be responsible for, but not limited to, the following duties:

- Maintaining accurate **attendance records** of all outsourced personnel deployed at AIIMS Nagpur.
- Preparation, maintenance, and verification of **muster rolls, attendance registers, and other related deployment records**.
- Ensuring proper **deployment, uniform, Id card, Safety Shoes, Safety Gloves, Ear Plug for noise in sufficient**

amount and other PPEs at regular interval of the outsourced staff must be provided by the vendor, Penalty may be imposed if vendor failed to provide above mentioned things.

18. Penalty Clause/Liquidated/Punitive Damages:

- a) **Agency should disburse the wages to their personnel by 7th of each month. In case payment to the personnel is not released by 07th then penalty of ₹1,000/- per day will be imposed on the agency.**
- b) In case, agency fails to provide the required number of manpower as per requirement, a penalty of ₹ 500/- per head on particular day shall be imposed on the agency, which will be deducted from the agency's bill.

19. Comprehensive Insurance Coverage: The Contractor shall at his own cost obtain within 15 days of award and maintain valid till contract completion: a) Workmen Compensation Policy, b) Group Personal Accident Policy for all 10 deployed staff (min Rs. 5 Lakh per person), c) Third Party Liability Insurance (min Rs. 10 Lakh). Policies shall be in joint name of AIIMS Nagpur and Contractor. Contractor shall fully indemnify AIIMS against any accident, injury, death or damage to MGPS property due to contractor's staff.

20. PAYMENT TERMS – QUARTERLY PAYMENT TO AGENCY

payment under this tender shall be made QUARTERLY. The agency shall submit a consolidated bill for each completed quarter.

1. The agency shall submit the quarterly bill within 10 days after completion of the quarter, along with month-wise supporting documents.
2. AIIMS Nagpur shall verify the manpower deployment, attendance, approved remuneration, statutory compliance and service performance before processing payment.
3. The quarterly bill shall contain, month-wise: attendance/biometric record, duty roster, approved deployment, salary/wage statement, bank proof of wage payment, EPF/ECR/challan or equivalent statutory proof, ESI contribution/payment proof where applicable, GST return/challan or relevant compliance document, and other documents called for by AIIMS Nagpur.
4. The agency shall pay the wages of every deployed employee monthly, directly into the employee's bank account, by the 7th day of the succeeding month or within the shorter period prescribed by applicable law. This obligation shall apply irrespective of delay in processing/payment of the agency's quarterly bill by AIIMS Nagpur.
5. AIIMS Nagpur shall have the right to withhold, recover or adjust amounts where wage payment/statutory compliance is not established or where contractual deductions/penalties are due.
6. Statutory deductions such as TDS shall be made from the agency's bill as applicable.
7. Payment shall be made only for authorized and satisfactorily performed services and verified manpower deployment. Absence without approved replacement shall be dealt with as per penalty provisions.

Administrative Officer

For and on behalf of **Director,**
AIIMS, Nagpur.

PARTICULARS FOR PERFORMANCE GUARANTEE BOND**(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)**

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK/ NATIONALIZED BANK (WHETHER SITUATED AT NAGPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT NAGPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,

Executive Director**All India Institute of Medical Sciences (AIIMS),****Plot No. 02, Sector-20, MIHAN, Nagpur-441108****LETTER OF GUARANTEE**

WHERE AS All India Institute of Medical Sciences (AIIMS) Nagpur (Buyer) have invited Tenders vide Tender No.....Dt.....for providing of.....AND WHERE AS the said tender document requires the service provider whose tender is accepted for the providing of manpower. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of “**Director AIIMS Nagpur**” in the form of Bank Guarantee for Rs.....[3% (three percent) of the contract value] which will be valid beyond 60 days of entire contract period from the date of issue of Letter of Award/Contract, the said Performance Guarantee Bond is to be submitted within 21 (twenty one) days from the date of Letter of Award/Contract.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said firm failing to abide by any of the conditions referred to tender document/work order/performance of the services. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Nagpur on demand and without protest or demur(Rupees).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Nagpur (Buyer) as to whether the said firm has committed a breach of any of the conditions referred in tender document/ work order shall be final and binding.

We,.....(name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the firm and/or All India Institute of Medical Sciences (AIIMS) Nagpur (Buyer).

Not with standing anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed' (Indian Rupees..... only).

b. This Bank Guarantee shall be valid upto. (date) and

c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Nagpur serve upon us a written claim or demand on or before(Date), Claim period should be beyond six months from the date of validity i.e. (b) above.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at..... (Address of local branch).

Yours truly, Signature and seal of the Guarantor

Name of the
Bank:.....

Complete Postal Address:

Form-A

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS / National Electronic Fund Transfer (NEFT) Mandate Form

1.	Name of the Bidder	
2.	Permanent Account No(PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No.	
	i) NEFT/IFSC Code	
	g) RTGS Code	
	h) Type of Account	
	j) Account No.	
4	Email id of the Bidder	
5.	Complete Postal Address of the bidder	

Form – B**Declaration by the Bidder
(On company's letter head)**

I/We have downloaded the tender document from the prescribed portal and have not tampered with or modified the tender document.

I/We have read, understood and accepted all terms and conditions of the tender and agree to abide by them.

I/We certify that the information and documents submitted with the bid are true and correct to the best of our knowledge.

I/We have not been blacklisted/debarred by any Government organisation/PSU/autonomous body during the period required by this tender.

I/We undertake to comply with all applicable labour, tax, safety and statutory requirements.

I/We undertake to pay the deployed personnel their wages every month within the statutory period and in any case by the 7th of the succeeding month, irrespective of quarterly payment by AIIMS Nagpur.

I/We undertake that the service charge quoted is Excl. GST of all agency overheads and GST/taxes as required by the tender and no additional service-charge claim shall be made.

Place: -

(Signature of Bidder with seal)

Date: -

Name :

Seal :

Address:

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR -441108

Website: www.aiimsnagpur.edu.in Email Id: procurement@aiimsnagpur.edu.in

Name of the E-tender: for “Operation and Maintenance of Medical Gas Pipeline System (MGPS plant) at AIIMS Nagpur”

TECHNO-COMMERCIAL BID DOCUMENTS - CHECK LIST (ALL MANDATORY DOCUMENTS NEEDS TO BE UPLOADED TO QUALIFY TECHNICALLY)

(Upload Signed, Stamped and Scanned copy of following Techno-Commercial Bid Documents including Techno-Commercial Bid Check List in the Techno-Commercial Bid Document Slot of E-tendering Solution for Qualifying in technical Bid)

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remark
(1)	Scanned Copy of EMD must be uploaded OR copy of valid EMD exemption certificate as mentioned in NIT, if EMD exempted. Original EMD to be submitted at AIIMS Nagpur before opening of technical bid.			
(2)	Name & Address of the Tenderer Organization/ Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).			
(3)	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (On Letter Head).			
(4)	Power of Attorney Authorization for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & different person other than proprietor.			
(5)	The bidder must have successfully executed/completed similar Services, over the last three years i.e. the current financial year and the last three financial years: - 1. Three similar completed services costing not less than the amount equal to 23Lakh; or 2. Two similar completed services costing not less than the amount equal to 35 Lakh; or 3. One similar completed service costing not less than the amount equal to 46 Lakh. Financial statement clearly stating receipts from manpower service or certificate from CA to be submitted.			
(6)	Details about your agency, clearly indicating details of managerial, supervisory and other staff also indicate the number of muster roll staff available for performing.			
(7)	Is the agency registered with the Government; please give details with document/evidence.			
(8)	Do you have Labour license of Govt. of India. Please provide details and attach a copy.			
(9)	Do you have License with RLC of Maharashtra? if yes please provide the copy of License. If not, then undertaking (on letter head) for providing the same within 30 days from the award of work.			

(10)	Undertaking in letter head of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in AIIMS Nagpur.			
(11)	Please mention Employee's Provident Fund (EPF) registration No. and attach proof there to.			
(12)	Please mention Registration No. and attach proof there to.			
(13)	Please mention GST Registration No. and attach proof there to.			
(14)	PAN No. (Please attach copy)			
(15)	Please attach Annual Accounts (Balance sheet) of the agency, duly certified by Chartered Accountant with UDIN number for last three Financial years (2022-2023, 2023-24 and 2024-25).			
(16)	Annual Average Turnover of bidder in each of the last three FY (2022-23, 2023-24 and 2024-25) must not be less than ₹ 29 Lakh.			
(17)	Please submit on company/firm letter head that: - (i) No police case is pending against the Proprietor/partner or the Company (Agency). Indicate any convictions if any against the Company/firm/partner. (ii) proprietor/firm has never blacklisted/debarred by any organization.			
(18)	Duly filled Form-A & Form-B.			
(19)	The tenderer should submit an undertaking on their letter head that "any complaints towards non- payment of wages, other liabilities & statutory obligations will be received by Administration will be paid by AIIMS Nagpur & same will be deducted on monthly bills/Performance Security & also lead to strict administrative action against the contractor as per extent Rule of Govt. of India.			
(20)	All the pages of the tender should be signed by the owner of the firm or his legal Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions with signature on each page must be submitted with the technical bid as token of acceptance of terms & conditions.			
(21)	Documents to fulfil the criteria mentioned in the clause 8 (i) for evaluation criteria in Technical bid			

PRICE BID

Price bid in the form of BOQ_XXXX. xls

Bidders are to quote only service charge in Rupees. Monthly remuneration will be given to employees

Sl. No.	Description	Total Service Charge per Annum in Rs.
1	Requirement of Manpower and Services to be Hired under Fixed Monthly Remuneration (Table-A)	In Rs. (In figures)
1.01	One Supervisor for Operation & Maintenance	Not to be filled by the bidder
1.02	Skilled Technician daily (Without Reliever) for Round the clock operation and routine maintenance	Not to be filled by the bidder
1.03	Unskilled Helper daily (Without Reliever) for Round the clock	Not to be filled by the bidder
	Total Service Charge per Annum – Table-A	To be filled by the bidder
2	Requirement of various Job (Table – B)	-
2.01	Annual Maintenance Kit for Vacuum Pump	To be filled by the bidder
2.02	Providing services for calibration, testing, setting and certification of Safety Valve of pressure vessel/compressed air system	To be filled by the bidder
2.03	Providing services for calibration, testing and certification of Pressure Gauge	To be filled by the bidder
	Total Amount (Table-A + Table-B), Excluding GST in Rupees--	To be filled by the bidder

as per Annexure-B.

All the above documents need to be uploaded.**Note:** If the above all desired document's legibly scanned & copies have not uploaded by the any participating Bidder, their bid liable for rejection in "Pre- Qualification Bid" Stage.

Name & Signature_____Seal of the participating Bidder Company

(SHOWING DETAILS OF JOB OUTSOURCED)

The indicative rates of remuneration for each category have been worked out by the Institute and indicated against each job. No. of Manpower (Out Sourcing) against each post shall be decided by AIIMS, Nagpur as per the requirement. The Vendor has to quote their service charges for deploying the required number of manpower. The agency shall provide Manpower at AIIMS, Nagpur by deploying adequately trained and well-disciplined personnel having fair command on Hindi and English in respect of following categories of posts/assignments: -

Table-A: Requirement of Manpower and services to be hired under Fixed Monthly Remuneration

S. No.	Description	Eligibility Criteria	Total Number of Manpower	Rate/Unit	Total Amount Per Annum (No. Of Manpower * Per Month Salary * 12 Months) Excl. GST
1	Providing services of one Supervisor for Operation & Maintenance of Medical Gas Pipeline System (MGPS), having Diploma/Degree in Mechanical / Chemical Engineering with minimum 3 years' experience in operation and maintenance of MGPS in a reputed hospital, including supervision of Oxygen Manifold, Medical Air Plant, Vacuum System, AGSS, Medical Gas Pipeline Network, Alarm System, Area Valve Service Units (AVSU), terminal units and associated equipment. The Supervisor shall maintain logbooks, coordinate preventive and breakdown maintenance, ensure uninterrupted supply of medical gases, prepare monthly reports, attend emergencies, and perform all duties as directed by the Engineer-in-Charge. The rate shall	Essential: Degree/Diploma in Mechanical/Chemical Engineering from a recognized university/Institute. Experience: 3 Year experience in maintenance of MGPS plant and related works	1	Minimum wage per month per Resource (including ESI, PF, EDLI, PF, Admin Charge and relieving charges if applicable) in INR exclusive of GST Rs. 30394/- (Excl. GST) Highly skilled category	Rs. 3,64,728/-

	include wages, EPF, ESI, uniform, PPE, statutory compliances, contractor's overheads and profit, complete.				
2	Providing services of 3 Skilled Technician daily (Without Reliever) for Round the clock operation and routine maintenance of Medical Gas Pipeline System (MGPS) including Medical Air Plant, Vacuum Plant, Oxygen Manifold, Automatic Manifold Changeover System, Medical Gas Pipeline Network, Area Valve Service Units (AVSU), Medical Gas Alarm Panels, Terminal Units and other associated equipment complete, as per the directions of Engineer-in-Charge. The rate shall include wages, EPF, ESI, uniform, PPE, statutory compliances, contractor's overheads and profit, complete.	Essential: ITI or equivalent. Experience: 3 Year experience in maintenance of MGPS plant and related works	3	Minimum wage per month per Resource (including ESI, PF, EDLI, PF, Admin Charge and relieving charges if applicable) in INR exclusive of GST Rs. 28,158/- (Excl. GST) skilled category	Rs. 10,13,688/-

3	Providing services of 6 Unskilled Helper daily (Without Reliever) for Round the clock operation and maintenance of Medical Gas Pipeline System (MGPS), assisting in routine operation, preventive and breakdown maintenance of Medical Air Plant, Vacuum Plant, Oxygen Manifold, Medical Gas Pipeline Network, Area Valve Service Units (AVSU), Alarm Panels, Terminal Units and associated equipment. The scope includes assistance in cylinder handling and shifting, housekeeping of manifold rooms and plant rooms, cleaning of equipment, loading/unloading of materials, assistance during repair and maintenance works, and other duties as directed by the Engineer-in-Charge. The rate shall include wages, EPF, ESI, uniform, PPE, statutory compliances, contractor's overheads and profit, complete.	Essential: 10th pass. Experience: 2 Year experience in maintenance of MGPS plant and related works	6	Minimum wage per month per Resource (including ESI, PF, EDLI, PF, Admin Charge and relieving charges if applicable) in INR exclusive of GST Rs. 19,968/- (Excl. GST) Un-skilled category	Rs.14,37,696/-
	Total Amount Per Annum (Excl. GST)				Rs. 28,16,112/- (A)
	Service Charge (Needs to be quoted by the vendor) Excl. GST				XXXXXX (B)
	Total Amount (A+B) Excl. GST				

NB: All the above posts are tentative. The Competent Authority of AIIMS, Nagpur reserves the right to relax/amend/change any of the above parameters i.e. **Creation of posts/number of posts/eligible qualification/scope of work and consolidated remuneration etc.** beside classifying it whether to include it under the category of Health care

services or Administration, Engineering & other services. Any other duty can also be assigned to any of the above mentioned post by the institute.

The agency is required to provide adequate number of ex-servicemen/retired government employees having prescribed qualification and experiences as per the requirement of the AIIMS, Nagpur under the scope of this contract.

Their deployment will be in general shifts or round the clock in 3 shifts at AIIMS, Nagpur. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

Table-B: Requirement of various Job

Sl. NO	Particulars	No. Of Items	Service Charge Per Unit (Excl. GST) Per Annum Cost	Total Service Charge (Per Annum) No. of Unit * Unit cost (Excl. GST)
1	Supply and replacing of OEM Busch Annual Maintenance Kit for Vacuum Pump , comprising Sight Glass, Screw Plug G1/2 Outside, O-Ring (22 × 2), Oil, Oil Filter, Exhaust Filters with Silencer Insert, Filter Material Blanks, Carton, and all other OEM consumables required for complete annual preventive maintenance of the Busch vacuum pump, as per OEM specifications.	8 Pumps		
2	Providing services for calibration, testing, setting and certification of Safety Valve of pressure vessel/compressed air system, including dismantling, cleaning, visual inspection, testing on a calibrated test bench, adjustment and setting of lifting pressure and reseating pressure as per OEM recommendations and statutory requirements, reinstallation with replacement of	6 Safety valve		

	gaskets/sealing materials wherever required (excluding the cost of defective spare parts), conducting functional testing after installation, and submission of calibration/test certificate traceable to NABL accredited laboratory, complete in all respects as directed by the Engineer-in-Charge.			
3	Providing services for calibration, testing and certification of Pressure Gauge of suitable range and accuracy, including dismantling, calibration against a traceable master standard over the complete operating range, adjustment wherever feasible, affixing calibration label/tag indicating due date of next calibration, refixing in position, conducting functional testing, and submission of calibration certificate traceable to NABL accredited laboratory, complete in all respects as directed by the Engineer-in-Charge.	6 Pressure Gauge		
Total Service Charge Excl. GST (Per Annum Cost) In Rs				

Place:.....

(Signature of Tender with seal)

Date:.....

Name:

(To be made on Rs 500.00 Non-Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Nagpur on the _____ day of _____ Two Thousand Twenty-five between the Director, All India Institute of Medical Sciences, Nagpur, **acting through Administrative Officer, AIIMS, Nagpur, having its office at AIIMS, Nagpur-441124** (herein after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party**.

and

M/s, _____ (Second Party) having its registered office at _____

_____ (hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**. WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Manpower for AIIMS, NAGPUR at Nagpur on the terms and conditions stated below:

1. All the terms & conditions of the tender document will form as the part of this agreement also.
2. The agency will supply manpower in consultant and approval of AIIMS Nagpur administration.
3. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in AIIMS, NAGPUR. The Client shall have no liability in this regard.
4. The Agency shall be solely responsible for any accident/medical/health related liability/ compensation for the personnel deployed by it at AIIMS, Nagpur site. The Client shall have no liability in this regard.
5. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
6. The contract can be terminated by giving one month notice by the AIIMS, Nagpur. No notice period will be given in case of violation of contract 20 (f) of the scope of work given in tender documents.
7. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract
8. Performance Security amounting to ₹ _____ or 3% of the Annual Contract Value, whichever is higher in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a scheduled bank shall be furnished by the Agency at the time of signing of the Agreement.
9. The Agency shall be fully responsible for timely monthly payment of wages i.e. by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, NAGPUR as per rates mentioned in the Schedule without any deductions except PF & ESI as admissible.
10. The personnel provided by the Agency will not claim to become the employees of AIIMS, NAGPUR and there will be no Employee and Employer relationship between the personnel engaged by the Agency & AIIMS, NAGPUR.
11. There would be no increase in rates payable to the Agency during the contract period except any revision by the MoH&FW, GoI.
12. The Agency also agrees to comply with annexed Terms and Conditions of the Tender and amendments thereto from time to time.
13. Decision of Client in regard to interpretation of the Terms and Conditions of the Tender shall be final and binding on the Agency.

14. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty and any other legal liability etc. of the Agency in respect thereof, which may arise. The books of accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.

15. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts of Nagpur.

16. The Agency will provide Police Verification Certificate of each employee within a period of three months from the date of deployment except in respect of Ex-Servicemen and retired Government employees. Failing this, the deployment shall be liable for cancellation.

17. THIS AGREEMENT will take effect from _____ Two thousand nineteen and shall be valid for one years, extendable for another one year on mutually agreeable conditions, subject to satisfactory performance.

This Day of 2026 both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Nagpur in the presence of the witness.

For and on behalf of the 'Supplier'

For and on behalf of the 'AIIMS, Nagpur

Signature of the authorized Official
Official

Signature of the authorized Official Name of the
Name of the Official

Stamp / Seal of the 'Supplier'

SIGNED, SEALED AND DELIVERED

By the said

By the said _____
_____(Name)

_____(Name)

on behalf of the 'Supplier' in presence of

on behalf of the 'AIIMS, Nagpur' in
presence of

Witness _____ Name _____ Address _____

Witness _____ Name _____ Address _____

INTEGRITY PACT**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____ 20____

Between

ALL INDIA INSTITUTE MEDICAL SCIENCE NAGPUR having its office at AIIMS NAGPUR-441108, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s.,..... with office at _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both AIIMS NAGPUR and BIDDER referred above are jointly referred to as the Parties]

AIIMS NAGPUR intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No.

AIIMS NAGPUR desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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: -

1. Enable AIIMS NAGPUR to obtain the desired materials/ stores/equipment/ work/ project done 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
2. Enable the BIDDER 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 AIIMS NAGPUR will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of AIIMS NAGPUR

1.1 AIIMS NAGPUR undertakes that AIIMS NAGPUR and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not 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, 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 contract.

1.2 AIIMS NAGPUR will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of AIIMS NAGPUR regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 If the BIDDER reports to AIIMS NAGPUR with full and verifiable facts any misconduct on the part of AIIMS NAGPUR's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be

correct by AIIMS NAGPUR, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS NAGPUR. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS NAGPUR the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself 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 itself to the following:

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS NAGPUR, 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.

2.2 The BIDDER 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 AIIMS NAGPUR or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS NAGPUR for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS NAGPUR.

2.3* BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5* The BIDDER further confirms and declares to AIIMS NAGPUR that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS NAGPUR or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS NAGPUR 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.

2.7 The BIDDER 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.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER 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 any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS NAGPUR, or alternatively, if any relative of an officer of AIIMS NAGPUR has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of

filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS, NAGPUR.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

a. The BIDDER declares that no previous contravention 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.

b. 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.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS NAGPUR is entitled to disqualify the BIDDER from the tender process.

Clause.4. Earnest Money Deposit (Security Deposit)

4.1 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.

4.2 The Earnest Money/Security Deposit shall be valid upto 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.

4.3 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 a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Clause.5. Consequences of Violation / Breach

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMSNAGPUR to take all or any one of the following action, wherever required: -

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract 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 the 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 a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. 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 utilized 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 AIIMS Nagpur, 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(s) 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 the same without assigning any reason for imposing sanction for violation of this Pact

5.2 AIIMS NAGPUR will be entitled to all or any of the actions mentioned in Para 5.1 (i) 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.

5.3 The decision of AIIMS NAGPUR 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 External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge 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 sub systems was supplied by the BIDDER to any to the 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 AIIMS NAGPUR, if the contract has already been concluded.

Clause.7. Independent External Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below: -

1. Shri Rajendra Kalla,
16, Munirka Enclave,
Opp. Vasant Vihar Bus Depot.,
New Delhi-110067,
M No. 9167839661,
E-Mail: rajendra432000@yahoo.co.in

2. Shri Sanjeev Behari,
A-81, Sector 50,
Gautam Budh Nagar, Noida,
U. P.- 201301,
M No. 9869199464,
E-Mail: saloni_behari@yahoo.co.in

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

7.5 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.

7.6 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/ Subcontractor(s) with confidentiality.

7.7 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.

7.8 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.

Clause.8. Facilitation of Investigation

In case of any 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

Clause.9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Clause.10. Other Legal Actions

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMSNAGPUR 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.

Clause.11. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Nagpur Jurisdiction.

Clause.12. 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.

Clause.13. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend upto 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 of the contract.

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.

14. The parties hereby sign this Integrity Pact at _____ on _____

AIIMS NAGPUR

Signature

Name and Designation

Witness

1.....

2.....

Bidder

Signature

Name and Designation

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS NAGPUR inregard to involvement of Indian agents of foreign supplier

SPECIAL TERMS AND CONDITIONS (STC)**PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE****1. Submission of Performance Security**

The successful bidder/contractor shall furnish the **Performance Security/Performance Bank Guarantee (PBG)** in the form, amount and within 21 days from the date of award of Contract.

The Performance Security shall remain valid for the period prescribed under the Contract and shall be submitted in an acceptable form and manner as specified by **AIIMS Nagpur/Institute**.

Failure to furnish the prescribed Performance Security within the stipulated period shall constitute a breach of the contractual obligations and shall attract the provisions of this STC and other applicable conditions of the Contract.

2. Extension for Submission of Performance Security

Where the contractor is unable to furnish the Performance Security within the stipulated period due to reasons beyond his control, the contractor may submit a **written request for extension**, supported by documentary evidence, to the Competent Authority before expiry of the stipulated period.

The Competent Authority may, at its discretion, grant an extension of time after considering the facts and circumstances of the case and after recording the reasons for such extension in writing. Grant of such extension shall not be construed as a matter of right of the contractor.

3. Penal Interest for Delayed Submission

Where the Performance Security is submitted after the stipulated period and the delay is not supported by valid reasons acceptable to the Competent Authority, or where the Competent Authority does not permit acceptance of the Performance Security beyond the stipulated period, the contractor shall be liable to pay **simple interest at the rate of 15% (Fifteen Percent) per annum** on the applicable amount of Performance Security for the entire period of delay.

The interest shall be calculated on a **pro-rata basis for the actual number of days of delay**, as per the following formula:

$$\text{Penal Interest} = \text{Applicable Performance Security Amount} \times 15\% \times \text{Number of Days of Delay} / 365$$

The payment of such penal interest shall be without prejudice to any other rights and remedies available to AIIMS Nagpur/Institute under the Contract.

4. Payment of Penal Interest

The amount of penal interest shall be deposited by the contractor within **21 (Twenty-One) days** from the date of issue of demand by the Procurement Officer/Engineer-in-Charge or other authorized officer of AIIMS Nagpur/Institute.

The amount of penal interest shall be recoverable from any amount due or becoming due to the contractor under the concerned Contract or any other Contract with AIIMS Nagpur/Institute, without prejudice to the Employer's other contractual and legal rights.

Where the amount available for recovery is insufficient, the contractor shall deposit the balance amount within the period specified by AIIMS Nagpur/Institute.

5. No Release of Payment Without Performance Security

No payment against the concerned Supply Order/Work Order/Service Contract shall be released until the contractor has furnished the prescribed Performance Security/Performance Bank Guarantee in accordance with the terms and conditions of the Tender and Contract.

This condition shall be without prejudice to any other contractual provision governing payment, advance, mobilization advance, statutory deductions or other recoveries.

6. Consequences of Failure to Furnish Performance Security

If the contractor fails to furnish the prescribed Performance Security within:

(a) **45 (Forty-Five) days** from the date of issue of the Letter of Acceptance/Letter of Award, in case of contracts having a completion period **up to 12 months**; or

(b) **60 (Sixty) days** from the date of issue of the Letter of Acceptance/Letter of Award, in case of contracts having a completion period **exceeding 12 months**,

AIIMS Nagpur/Institute shall be at liberty, without prejudice to its other contractual and legal rights, to take one or more of the following actions:

1. **Cancel the award of work and/or terminate the Contract** without any further notice;
2. Initiate action for **debarment/holiday listing** of the contractor in accordance with applicable procurement guidelines and Government of India/AIIMS Nagpur/Institute policies;
3. **Forfeit the Bid Security/EMD**, wherever applicable, or invoke the **Bid Security Declaration**, where such declaration has been furnished;
4. Recover from the contractor any **loss, additional expenditure or financial liability** incurred by AIIMS Nagpur/Institute on account of re-tendering or awarding the work to another agency, to the extent permissible under the Contract and applicable law; and
5. Declare the defaulting contractor **ineligible to participate in the re-tender of the same work**, subject to applicable rules and procurement guidelines.

7. Cancellation of Award

In the event of cancellation of the award/termination of the Contract due to failure of the contractor to furnish the Performance Security within the prescribed period, the contractor shall have **no claim whatsoever against AIIMS Nagpur/Institute** on account of such cancellation, including any claim for loss of profit, anticipated profit, compensation, damages, overheads, idle resources, or any other consequential claim.

The contractor shall also be liable for recovery of any additional expenditure incurred by AIIMS Nagpur/Institute for getting the work or balance work executed through an alternative agency/method, to the extent permissible under the Contract and applicable law.

8. Recording of Default

Any delay or failure in furnishing the Performance Security shall be duly **recorded in the Contract/procurement file**.

Such delay or failure may be taken into consideration by AIIMS Nagpur/Institute while assessing the contractor's performance and suitability for participation in future works/contracts, in accordance with the applicable procurement guidelines and policies.

9. No Claim on Account of Delay

No claim whatsoever shall be entertained from the contractor for **extension of time, compensation, idle charges, escalation, loss of profit, overheads or any other financial or consequential claim** arising directly or indirectly from the contractor's delay or failure in furnishing the Performance Security.

10. Recovery of Penal Interest

The penal interest payable under this STC shall be recoverable from any payment due or becoming due to the contractor under the concerned procurement Contract.

Where sufficient amount is not available for such recovery, the contractor shall deposit the outstanding amount within the period specified by AIIMS Nagpur/Institute. Failure to deposit the amount within the stipulated period shall entitle AIIMS Nagpur/Institute to recover the same from any other amount payable to the contractor under any other Contract with the Institute, without prejudice to any other rights and remedies available under the Contract and applicable law.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3) Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card

copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

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

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462,0120-4001002.
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