"NOTICE INVITING TENDER FOR PROVIDING RTI MANAGEMENT SOFTWARE"

All India Institute of Medical Sciences, Patna (AIIMS Patna) invites bids from reputed firms for providing RTI Management software at AIIMS Patna. Those who are in the similar business for the last three years and capable of undertaking such work may send their bids both Technical and Commercial in sealed envelopes.

2. Accordingly, sealed tenders are invited from such firms latest by 15.06.2014 up to 12:00 noon. The tender must accompany earnest money of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of All India Institute of Medical Sciences, Patna in the form of demand draft drawn on any scheduled bank payable at Patna.

3. Tender form can be downloaded from the website www.aiimspatna.org. The tender should contain a non-refundable demand draft in the favour of AIIMS Patna for Rs. 1,500/- towards cost of tender fee.

4. IMPORTANT DATES:

   DATE OF ISSUE OF TENDER FORM WITH DOCUMENT: 31.05.2014

   DATE OF PRE-BID MEETING: 06.06.2014

   DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT: From 31.05.2014 to 21.06.2014 up to 12.00 hrs

   DATE & TIME FOR OPENING OF TENDER DOCUMENT: On 21.06.2014 at 12.30 hrs

5. Any future clarification(s) and / or corrigendum (s) shall be communicated by the Medical Superintendent through the website www.aiimspatna.org.

6. AIIMS, Patna reserves the right to accept / reject any or all the tenders without assigning any reason.
TENDER DOCUMENT

FOR

RTI MANAGEMENT SOFTWARE

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT: 31.05.2014

PRE-BID MEETING: 06.05.2014 at 12:30 Hrs

DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT: From 31.05.2014 to 21.06.2014 up to 12.00 Hrs

DATE & TIME FOR OPENING OF TENDER DOCUMENT: On 21.06.2014 at 12.30 Hrs
"NOTICE INVITING TENDER FOR PROVIDING SOFTWARE FOR RTI MANAGEMENT"

All India Institute of Medical Sciences, Patna (AIIMS Patna) invites bids from reputed firms for PROVIDING SOFTWARE FOR RTI MANAGEMENT SYSTEM to AIIMS Patna. Those who are in the similar business for at least three year and capable of undertaking such work may send their bids both Technical and Commercial in sealed envelopes.

Accordingly, sealed tenders are invited from such firms latest by 21.06.2014 up to 12:00 noon. The tender must accompany earnest money of Rs. 50,000/- (Rs. Fifty Thousand only) in favour of All India Institute of Medical Sciences, Patna in the form of demand draft drawn on any scheduled bank payable at Patna.

Tender form can be downloaded from the website www.aiimspatna.org. The tender should contain a non-refundable demand draft in the favour of AIIMS Patna for Rs. 1,500/-towards cost of tender fee.

NOTE: The EMD and Tender Fee drafts should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

The interested parties are required to prepare the Technical Bid (Annexure - 1) together with prescribed earnest money deposit and other documents/certificates and the Financial Bid (Annexure - 2). The Technical Bid, after signing each pages, should be put in a sealed envelope which should be super scribed "Technical Bid for Tender No. AIIMS/Pat/Tender/RTI/2014" and the complete name of the bidder must be written on it. Similarly, after signing of each page, the Financial bid should be put in another sealed envelope which should be super scribed as "Financial Bid for Tender No AIIMS/Pat/Tender/RTI/2014" and the complete name & address of the bidder must be written on it. Both the envelopes be kept in one sealed cover indicating "Tender No. AIIMS/Pat/Tender/RTI/2014 for providing Software for RTI Management ". The sealed envelopes are to be addressed to:

The Medical Superintendent,
All India Institute of Medical Sciences, Patna,
Medical College Building,
Phulwarishar, Patna - 801 505

or, may be deposited in the tender box placed at the office of Medical Superintendent AIIMS, Patna.

Tenders will be opened on 21.06.2014 at 12.30 P.M. in the presence of bidders or their authorized representatives who wish to participate in the bidding process. However, a pre-bid meeting will be held on 06.06.2014 for seeking clarification by the bidders. It is desirable that all prospective bidder attend this pre-bid meeting in order to understand our requirement and accordingly devise the system, if the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

Any future clarification(s) and / or corrigendum (s) shall be communicated by the Medical Superintendent through the website www.aiimspatna.org.

AIIMS, Patna reserves the right to accept / reject any or all the tenders without assigning any reason.
1. The tender is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Tender Fee & Earnest Money Deposit (EMD). The financial bid should contain only commercial information. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

2. The tender Document can be downloaded from the website of AIIMS Patna i.e. www.aiimspatna.org. The Technical bid must accompany with the tender fee of Rs. 1,500/- in drawn on any nationalised bank in favour of AIIMS Patna. The tender document fee is non-refundable, non-adjustable and non-transferable and is payable through a demand draft on any nationalized bank drawn in favour of the "AIIMS Patna" payable at Patna.

3. The Tenders should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.

4. The Contracts concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' and other relevant instructions as contained in the Tender Document.

5. The prices/rates quoted should be indicated in words as well as in figures.

6. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected straightaway.

7. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.

8. Bidders are requested to enclose a copy of their valid certificate of PAN No., TAN No, Service Tax No., Sale Tax/VAT No. with their tender.

9. Tenders received without Tender Fee and EMD amount by way of demand draft in favour of AIIMS, Patna will not be considered at all.

10. Refund of Earnest Money Deposit: The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be returned to them after the successful bidder deposits the performance security according to conditions stipulated in the bid document.

11. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next Working day at the same timing. In such an event the closing hours for receipt of tenders in AIIMS will stand automatically extended up to 12.30 hours of the next working day in the Government offices.
12. Late/delayed tenders received in AIIMS due to any reason whatsoever will not be accepted under any circumstances.

13. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the condition in tender documents by a corrigendum displayed on the website of AIIMS Patna (www.aiimspatna.org). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

14. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.

15. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) The Technical Bid and (2) Financial Bid:

TECHNICAL BID: - To qualify in the Technical bid the firm should have the minimum eligibility criteria; the firm in this regard should submit the following documents -

(a) Duly filled format of Technical Bid as per Annexure "1".

(b) Profile of the organization.

(c) Copy of constitution or legal status of the sole proprietorship/ firm/agency etc.

(d) Financial status: - The annual turnover of the firm should not be less than 1 crore in the last three years. Copies of profit & loss account and balance sheets for the last three years should be enclosed.

(e) The technical bid should be accompanied by Demand drafts of Rs. 1,500/- (non-refundable) against tender fee and of Rs. 50,000/- (refundable) for bid security.

(f) Copy of Income Tax Return Filed Acknowledgements for last three years.

(g) Copy of PAN Card/Service Tax Registration.. 

(h) The bidder must have adequate experience of execution of software work in Govt, offices/PSUs/Autonomous Bodies/ and other similar organizations or Private Organisations. Necessary supporting documents like work orders, work completion certificate payment certificate etc. for last three years to this effect must be submitted along with the offer.

(i) Bidders should enclose their bids with full details of all latest software and/or solutions proposed for the scope of work with full documentation/descriptive literature/leaflets indicating all features proposed.
(j) **DEMONSTRATION OF TECHNICAL EXPERTISE:** The Agency may be required to demonstrate the technical capabilities at the time of tender opening, at their own expense. They should demonstrate capability of being able to deploy the software within 100 days of being awarded the order.

**FINANCIAL BID:** - The financial bid shall contain:

(a) Price Bid Form [as per Annexure - 2]

**SUBMISSION OF BIDS**

15.1 **SEALING AND MARKING OF BIDS:** The bidder shall wax seal the Technical and Financial Bids in separate envelopes and keep them in a bigger wax sealed envelope. The Technical Bid shall bear the name "TECHNICAL BID for Tender No AIMS/Pat/Tender/RTI/2014" on the envelope, while the Financial Bid shall bear the name "FINANCIAL BID for Tender No AIMS/Pat/Tender/RTI/2014" on the envelope for avoiding any mismatch.

15.2 The bigger envelope containing technical and financial bids in separate envelopes shall be:

(a) Addressed at the following address:

Medical Superintendent,
All India Institute of Medical Sciences, Patna,
Medical College Building,
Phulwarisharif, Patna - 801505.

(b) All the envelopes shall bear the Tender name, the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.

(d) Bids may also be delivered in person and shall be dropped in the tender box placed in the office of the Medical Superintendent, AIIMS Patna. The Purchaser shall not be responsible if the bids are delivered elsewhere.

(e) **Venue of Tender Opening:** Tender will be opened in the office of the Medical Superintendent, AIIMS Patna at 12.30 P.M. on the due date. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently in the notice Institute in office of the Medical Superintendent, AIIMS Patna.

16. **BID PRICES:**

16.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of taxes) as per price schedule given in Annexure-2. The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the instituted.

16.2 Prices indicated on the Price Schedule shall be entered in the following manner: The price of service must be quoted in total (inclusive of all taxes and levies).
16.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

16.4 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

16.5 The price approved by the competent authority for entire service offered will be inclusive of all charges, levies and taxes, as mentioned in para 16.1 above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable is only for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

17. TECHNICAL EVALUATION:

17.1 Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order.

17.2 The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.

17.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

17.4 A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

17.5 AIIMS shall have right to accept or reject any or all tenders without assigning any reason thereof.
18. **FINANCIAL EVALUATION:** The financial bid shall be opened of only those bidders who have been found to be technically eligible as enumerated under clause 19. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.

18.1 The Financial Bids of unsuccessful bidders would not be opened and destroyed.

18.2 The rates must be quoted per candidate basis. Agency shall include in its price all taxes and other costs while quoting for the tender, in "Annexure-2. The Price Offer" is to be kept in Envelop No. 2. Payment will be made on the basis of actual number of candidates for whom application fee would have been received by AIIMS Patna. Although candidates who are exempted from paying fee, will be counted while making payment to the Agency. Income Tax will be deducted at source from the bills as applicable.

18.3 Arithmetical errors shall be rectified on the following basis, if there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

18.4 The evaluation and comparison of responsive bids shall be done on the price offered inclusive of Levies & Taxes i.e., Service Tax, Sales Tax, VAT, and insurance etc. as indicated in the Price Schedule in Annexure-"2" of the Bid Document.

18.5 The Institute 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.

18.6 All services, deliverable and price mentioned in the tender document should be valid for acceptance up to a period of 1 Year. The bidders should be ready to extend the validity, if required by the Institute.

18.7 The Medical Superintendent, AIIMS Patna on behalf of AIIMS does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the quantity offered; and the bidder shall provide the same at the rates quoted. The Medical Superintendent, AIIMS Patna on behalf of AIIMS reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

19- **AWARD OF CONTRACT: PLACEMENT OF ORDER**

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose services have been approved/validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

20. **PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:**

20.1 Firm whose offer is accepted will have to furnish an initial Performance Bank Guarantee of an amount equal to Rs. 1 Lakh (One Lakh). After finalisation of total number of applicants the successful bidder have to furnish performance Bank Guarantee of an amount equal to 10% of the value of contract, in favour of AIIMS Patna issued by any nationalized bank.

20.2 The performance Bank Guarantee submitted should be valid for 15 months.
20.3 Successful bidder will have to execute an agreement on a Non Judicial Stamp Paper of Rs. 1000/- in the prescribed from with the Medical Superintendent, AIIMS Patna.

20.4 The Performance Bank Guarantee shall be refunded within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

20.5 No interest will be paid on Performance Bank Guarantee/ Earnest Money Deposit.

20.6 In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable forfeited by Medical Superintendent, AIIMS Patna and his decision shall be final.

20.7 The expenses of completing and stamping the agreement shall be paid by the bidder.
SPECIMEN OF CONTRACT AGREEMENT
STAMP PAPER OF RS.1000/-

1. This agreement No ................................................................. is made on this........ day of................................................ between .......................................................... hereinafter called "Agency" the first party which expression shall include his heirs, executors and administrators/ their successors and AIIMS Patna, hereinafter called "AIIMS", the second party, acting through Medical Superintendent, AIIMS, Patna, herein after include his successors and assignees, shown as under :-

2. That WHEREAS the first party shall and will provide services of inviting online applications for recruitment of AIIMS Patna, details of which are given in the tender notice no. AIIMS/Pat/Tender/RTI/2014 dated 31/05/2014 at the rates quoted by the first party vide their tender dated ...................... and as per all the terms and conditions given in the aforesaid tender notice dated ...................... which shall become part and parcel of this agreement.

3. This contract document shall consists of the following documents:
   (a) Notice Inviting Tender.
   (b) General Instructions to the Tender.
   (c) Scope of Work.
   (d) Terms & Conditions of the contract.
   (e) Affidavit as mentioned in clause (g) of point no. 2 of Para (C) (Post Examination Work) of Scope of Work.

4. That the first party would raise demand and the payment shall be done in accordance with Clause 18.3, of Terms & Conditions of the Contract of aforesaid tender document.

5. The Performance Security would be en-cashed by second party in case first party fails to provide satisfactory services and/or breaches terms & condition of the aforesaid tender document.

6. In accordance with the Tender document No. AIIMS/Pat/Tender/RTI/2014 this agreement is effective till ......................, or as in the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS ............. DAY OF ................. 2013

For & on behalf of For & on behalf of AIIMS, Patna
M/s .............................................................. Medical Superintendent

AIIMS, Patna

Witnesses:
1.
2.
SCOPES OF WORK

AIIMS Patna reserves the right to alter, change, include or exclude any work or part thereof from the scope of work at any point of time during the period of execution of assignment/contract. As the works in the scope of agency are to be done in supervision of AIIMS Patna or a team of officials as nominated by AIIMS Patna in this regard. However, the scope of work covers the following:

1. Providing a software for managing RTI’s received by AIIMS Patna.
2. The software should have following modules.
   a. RTI Request Generation
   b. Information Gathering
   c. Response Preparation
   d. Drafting
   e. Version Control
   f. Repository And Search
   g. Alert/Reminders
   h. Analytics

3. Detailed Description of Modules:
   a. RTI REQUEST GENERATION:-
      1. Facility to add multiple types of RTI Request received by Public Information Officer (PIO)/Admin office.
      2. Facility to add System Generated Number/Manual Entry of Number to RTI Request.
      3. Facility to Scan and upload the Hard-Copy of the RTI Request and tag it to specific system generated number/manual entry of number to RTI Request.
      4. Assign the request for seeking information from concerned department(s) on specific RTI.
   b. INFORMATION GATHERING:-
      1. Based on the type of RTI request/Department Assigned, Request goes through process of gathering information.
      2. Departments have specific time period to respond with complete information or Responding complete with reason
      3. Reminders are sent via SMS/Email to Department for Responding to RTI request.
      4. Department can input information via a note/scanned document/write a note in the software.
      5. PIO/Admin is alerted on every update.
   c. RESPONSE PREPARATION:-
      1. PIO/Admin gets an alert on information received from all department
      2. PIO/Admin Prepares 1st draft in response for the RTI Request. Response goes through approval process; comments/suggestions are updated by approving authorities.
      3. Based on the Comments/Suggestions second draft of the response is prepared and sent for approval.
      4. On Approval the final response is printed and signed and Courier.
      5. Scan and Upload of the final signed response.
d. **DRAFTING :-**

1. Solution should be integrated with Microsoft Word to standardised the process of drafting
2. User should be able to work in Microsoft word.
3. User should be notified about the changes made in the document by a specific user, specific time.
4. User should be able to search for changes made by a specific user, time-duration wise.
5. All Stake holders should be notified on all changes made in the document by any users/ Owner (User who had rights of the RTI response) can manage the changes (Accept/Reject) done in the RTI response Document.
6. After finalising the RTI response draft system should provide an option to requestor or User drafting the RTI response document to send for approval
7. Facility to user to mark the document as a major/Minor changes according the Version.

e. **VERSION CONTROL:-**

1. System should be tracking, maintaining all the drafts with major/minor changes in the drafts till final draft of the RTI response.
2. Based on the major/Minor changes the system should maintain the versioning of drafts.
3. Facility to user to search through the drafts for a specific clause, Act, Commercial Terms.
4. Facility to user to compare the final drafts with previous drafts for understanding purpose.

f. **REPOSITORY AND SEARCH:-**

1. System should store all drafts, Executed copies
2. Search facility like full-text search, bullion search to reach the right document instantly.
3. Advance Search Facility with filters to reach the specific results faster.

g. **ALERT/REMINDERS:-**

1. System generated Email Alerts/Reminder.
2. User should have the facility to add custom reminders for specific RTI Response
3. Facility to send SMS reminders.

h. **ANALYTICS:-**

1. System should on a real-time provide analytics for the following
2. Total RTI responses Generate
3. Total RTI response with In-Drafting Process
4. Comparing Total Request vs Total responses in a particular Financial Year
5. Average time taken by department to provide information
Terms & Conditions of Contract

1. The selected Agency will be immediately informed about the final award. In case the selected agency declines to take-up the task at the quoted and approved rates, it would be barred from applying for any tender from the AIIMS Patna. The tender/EMD of the said Agency will also be forfeited.

On acceptance of the order by the successful bidder the following terms and conditions will apply:

1. The each successful bidder will have to furnish an initial Performance Security of an amount equal to Rs 50,000 (Rupees Fifty Thousand Only) in the form of bank guarantee issued from any nationalised bank. After finalisation of total number of applicants the successful bidder have to furnish performance security of an amount equal to 10% of the value of contract, in the form of bank guarantee issued from any nationalised bank. The proceeds of their Performance Security shall be payable to the AIIMS Patna, due to supplier's failure to fulfill its obligation under the contract or for making delay in the completion of obligations under the contract.

2. if the bidder fails to furnish the required performance security within the specified period after the award of the contractor refuses/denies to sign the contract, the EMD shall be forfeited and shall also be disqualified/blacklisted/barred for a period of 5 years for participating in any tender of AIIMS Patna.

3. AIIMS Patna reserves its right to terminate the contract for any reason at its absolute discretion.

4. AIIMS Patna reserves the right to claim damages, of which AIIMS Patna shall be the sole judge, in respect of delays directly or indirectly due to the failure/default on the part of Agency in carrying out the responsibilities/duties efficiently and promptly.

5. The Agency will ensure complete and trouble free administration of inviting online application and discharge of all such works as mentioned in the scope of works of this tender document and also security & integrity of data all the time. Leakage of secured information in any form will be considered as a breach of contract and a cognizable offence.

6. The submission of tender by an Agency implies that he has read the entire tender document and has made himself aware of the scope of work and the conditions of the contract and AIIMS Patna will not therefore, pay any extra charges on any account in case the Agency finds later on to have misjudged the conditions.

7. Any act on part of the Agency or his employees which will be prejudicial to the interest of the AIIMS Patna shall be considered as grave breach of the condition of the contract and shall render the contract liable for immediate termination. Loss due to any act on part of the Agency will be entirely its responsibility and subject to compensation.

8. The Agency shall engage adequate number of qualified and experienced persons /its own employees to carry out the assignment under contract successfully.

10. Force Majeure: The agency shall not be responsible for any failure to perform due to causes beyond its reasonable control including but not limited to acts of God, fire, flood, war riots, embargoes, strikes, lockouts, act of any Government authority, accidents or disruption or operations arising from causes not attributable to any malafide acts of Agency.

12. The Agency shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.
13. **Penalty Clause:** If the Agency fails or delays to fulfill the obligations in the execution of work to the entire satisfaction of AIIMS Patna, AIIMS Patna reserves the right to terminate the contract and forfeit the performance security by way of invoking the Bank Guarantee without prejudice to AIIMS Patna further right to claim compensation from the Agency as a result of its failure or delay to fulfill the obligations in the consumer protection forum.

14. **Agency found to be unsatisfactory service or sub-standard quality shall be blacklisted and barred from applying for any tender from the AIIMS Patna. No further supply order will be given to them and case may be filled against them in consumer protection forum or court of law.**

15. Services must be provided directly by the bidder Agency, not through any other agency.

16. **Advance payment will not be made under any circumstances.**

17. In case of non-fulfillment of any conditions of the contract may lead to disqualified for a period of 5 years for participating in any tender of the Institute. This shall be put on the AIIMS Patna website for general notice.

18. **Refund of Performance Security:** If the supplier duly performs and completes the contract in all respect, the performance security shall be returned to the supplier without any interest, within.30 to 90 days of completion of all such obligations under the contract.

19. **Jurisdiction of any dispute:** If any dispute or difference of any kind whatsoever shall arise between the purchaser and supplier in connection with or arising out of the contract the parties first shall make every effort to resolve amicably such dispute or difference by way of mutual consultation and/or under "The Arbitration and Conciliation Act 1996" and for the said purpose the Director, AIIMS Patna is the sole arbitrator in the matter., if the parties have failed to resolve their dispute or difference by such mutual consultation or under the Arbitration and Conciliation Act, 1996 then that case subject is jurisdiction to the Patna, Bihar/ Consumer Protection Forum.

20. **The decision of the AIIMS Patna on all matters related to this tender shall be final, and no enquiries, or application for review, shall be entertained. The Institute acting through its Medical Superintendent, reserves the right to cancel or reject all or any bid/tender without assigning any reason, whatsoever.**

21. **The terms of conditions of the contract can be altered by mutual consent between the successful bidder and AIIMS Patna provided there is no additional financial effect**
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<td>Earnest Deposits money (EMD) Yes/No</td>
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<td>9</td>
<td>Service Tax No. (Attach attested copy)</td>
<td></td>
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<tr>
<td></td>
<td>Description</td>
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<tr>
<td>10</td>
<td>VAT/SALE TAX Reg. No. (Attach attested copy)</td>
<td></td>
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<tr>
<td>11</td>
<td>Whether you have performed similar job (If Yes, attach copy of Work Order, work completion certificate)</td>
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<tr>
<td><strong>12</strong></td>
<td>List of clients including PSUs, Educational institutions / Central Government / State Government / Autonomous Bodies etc. where similar jobs are executed in past 1 years with copy of self-attested work orders of clients along with address, telephone and Fax numbers, Amount of contract, Duration of contract (Attach a separate sheet)</td>
<td></td>
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<tr>
<td><strong>13</strong></td>
<td>The tendering Agency should have its Own/ hired/shared leased data server &amp; web server.</td>
<td></td>
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<tr>
<td><strong>14</strong></td>
<td>Proof of financial status in form of Audit Report, Balance Sheet, Profit &amp; Loss A/c along with all the schedules etc. For the last financial years. <strong>Annual turnover of at least Rs.3 crore.</strong></td>
<td></td>
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<td><strong>15</strong></td>
<td>Certificate by the authorized signatory that all the terms and conditions of the bid are acceptable to the bidder</td>
<td></td>
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<tr>
<td><strong>16</strong></td>
<td>Enclose an affidavit duly certified by (enclosed/Not enclosed) the notary at the location of the Agencies/Head quarters Patna that the tenderer has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending.</td>
<td></td>
</tr>
</tbody>
</table>

(Signatures of the authorized signatory with seal of tendering Agency)

Date: ____________________________

Name:- ____________________________

Place: ____________________________

Address:- ____________________________
To,  
The Medical Superintendent,  
AIIMS Patna.

Dear Sir,

1. I/We ...................... .......................................................... submitted the bid for Tender No. AIIMS/Pat/Tender/RTI/2014 dated 15.05.2014 for "Inviting Online Application through Web Application" for recruitment in AIIMS Patna.

2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.

3. I/We hereby offer to provide the services detailed against the scope of work of this tender document at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

<table>
<thead>
<tr>
<th>S/ No.</th>
<th>Particulars</th>
<th>in Figures</th>
<th>In Words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software for RTI Management</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Please Specify Taxes if any</td>
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<td></td>
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<tr>
<td>3</td>
<td>Total</td>
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NOTES:
1. Prices/Rates against all items should be quoted inclusive of all taxes.
2. No other charges will be paid by the institute.
3. The AIIMS Patna will not be bound to accept the lowest quotation and contract can be placed to any other supplier whose technical soundness are found superior or as per the requirements of AIIMS Patna. The decision of the AIIMS shall be final in this regard.

Signatures of the authorized signatory with seal of tendering Agency:

(Name in block letters)
Capacity/position in agency: in which tender is signed
Complete postal address of agency:
Telephone/Mobile nos.
### DETAILS OF SIMILAR WORKS EXECUTED DURING THE LAST 3 (THREE) YEARS

Name of the Agency.

<table>
<thead>
<tr>
<th>Contract no.</th>
<th>Name of Organisation</th>
<th>Description of Contract</th>
<th>No. of Applications Received</th>
<th>Value</th>
<th>Original date of completion</th>
<th>Actual Date of Completion</th>
<th>Reasons for Delay (If Any)</th>
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</table>
## ANNEXURE "4"

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Designation</th>
<th>Total number of employees in that category</th>
<th>Number available for this work</th>
<th>Name</th>
<th>Qualification</th>
<th>Professional experience and details of work carried out</th>
<th>In what capacity these would be involved in this work</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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(Signature of the Bidder)
DECLARATION

From:-

M/s...........................................

To

Medical Superintendent, All India Institute of Medical Sciences, Medical College Building, Phulwarisharif, Patna - 801505

1.  I, _______________________________ Son      /      Daughter      / Wife of Shri ________________ Proprietor/Director authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

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

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

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

Yours faithfully,

(Signature of the Bidder)

Name:

Designation

Address:

Date: Place: Seal

of the Agency
FORMAT FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

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

To,
All India Institute of Medical Sciences, Patna
Phulwarisharif, Patna - 801505

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

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

2. We, ________________________ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
3. We the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier / contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

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

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

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

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

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

Signed on the ________________ day of ______________

________________________
Signature

For the Bank

Witness: ____________________________
Name(s) & Designation(s)

Name & Address