

NOTICE INVITING E-TENDER

E-TENDER

FOR

**Providing Internet Leased Line (ILL) Connectivity
[1/10 Gbps (1:1) Uncompressed and Unshared]**

AT

**IT HUB
AIIMS MADURAI
Permanent Campus:
Austin Patti, Thoppur,
Madurai, Tamil Nadu – 625008**

E-tender No.: AIIMS/MDU/IT Cell/ILL/2025 Dated: **01/01/2026**

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) MADURAI

Project Cell Office, Govt. TB Hospital Campus,
Austinpatti, Thoppur – 625008

Website : www.aiimsmadurai.edu.in

E-tendering Portal: <https://eprocure.gov.in/eprocure/app>



अखिल भारतीय आयुर्विज्ञान संस्थान, मद्रुरै

All India Institute of Medical Sciences, Madurai (Tamil Nadu)

Under PMSSY Division, Ministry of Health & Family Welfare, Government of India
JIPMER, Puducherry - Mentor Institute Email: aiimsmaduraiadmn@gmail.com

PUBLIC TENDER NOTICE

The Executive Director, AIIMS Madurai invites E-tenders in Two Bid System though online e-procurement portal i.e. <https://eprocure.gov.in/eprocure/app> (Technical and Financial Bid) from reputed, experienced and financially sound agency for providing the Internet Leased Line Connectivity (ILL).

Sl. No.	e-Tender No.	Required Bandwidth	Estimated cost of Tender	Item Description	EMD	Tender Fee
1.	AIIMS/MADURAI/IT-CELL/ ILL/ 2025-26	1 Gbps	- To be quoted by the bidders based on the work	E-TENDER FOR PROVIDING INTERNET LEASED LINE (ILL) CONNECTIVITY [1/10 Gbps (1:1) Uncompressed and Unshared]	Rs.1,80,000/- (Rupees One Lakhs Eighty Thousand only)	NIL

Bidder can download complete set of bidding document from e-procurement platform <https://eprocure.gov.in/eprocure/app>

The e-tender notice and Tender documents is also available in our website: www.aiimsmadurai.edu.in / <https://eprocure.gov.in/eprocure/app>

Bidders have to submit the bids online by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>

Bidders have to pay the EMD through SBI Collect only and the same has to be uploaded in the **Fee Cover: (SBI Collect →Govt/ PSU/ Courts → All India Institute of Medical Sciences (AIIMS), Madurai → Payment Category: Procurement Cell)**

Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances. The Executive Director, Madurai reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

**Executive Director
AIIMS Madurai**

References:

Based on **GoI, MoC, DoT OM No. 19-1/2019-SU-I dated 12.10.2020** and **GoI, MoF, DoE OM No. 3(74)/E.Coord/2019 dated 7th July 2022**, **this Tender is restricted to PSUs/CPSEs only**. It is clearly mandated that equal participation by all other PSUs (Telecom/IT Services) viz. Rail Tel, PowerGrid (PGCIL), BSNL etc. in the Tendering process.

Tenders are invited under Two Bid Systems for the Installation & Commissioning of **"Internet Leased Line Connectivity" 1/10 Gbps (1:1) Uncompressed and Unshared for the IT HUB, AIIMS Madurai, Permanent Campus: Austinpatti, Thoppur, Madurai – 625 008"**.

1. Tenders are invited from PSUs, offering Telecom/IT Services and having relevant experience for providing such dedicated and managed internet Link (1: 1 contention ratio / Symmetric Link) of 1 Gbps from day-1 and ready for 10 Gbps. PSUs should have local peering for national traffic; traffic should be routed to Secondary redundant Gateway once the primary fails using the OFC technology.

2. Tenders should be submitted online in the prescribed Proforma with the Earnest Money Deposit (EMD) through SBI Collect only and the same has to be uploaded in the **Fee Cover: (SBI Collect →Govt/ PSU/ Courts → All India Institute of Medical Sciences (AIIMS), Madurai → Payment Category: Procurement Cell"**, in separately sealed envelope. The envelope should be superscripted for EMD along with tender number and subject. The documents or copies thereof required to be submitted online, are to be signed & stamped on each page.

3. The detailed tender document is available on the Government eMarketplace - Central Public Procurement Portal (GeM - CPPP).

Critical Dates	Date (DD/MM/YYYY)	Time
Tender Publishing date	01.01.2025	13.00 hrs
Pre-Bid Meeting date	08.01.2026	11.00 hrs Online Mode link available in Tender document last page
Bid Submission end date	21.01.2026	12.00 hrs
Technical Bid opening date	22.01.2026	15.00 hrs

Note: Manual bids will not be accepted under any circumstances.

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

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4. Condition of Tender:

a) AIIMS Madurai, reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reasons and compensation.

b) The bid of any bidder/agency who has not complied with one or more of the conditions of eligibility criteria and / or fails to submit the required documents as required / or mentioned in tender document is liable to be summarily rejected.

5. Eligibility for Bidders:

The **PSUs** that fulfil the following requirements shall be eligible to apply:

a. Should **provide details pertaining to EMD and self-declaration certificate** for acceptance of all terms & conditions of tender documents. A duly completed certificate to this effect is to be submitted along.

b. The **PSU agency/ firm should provide end to end connectivity on its own network** (via local loop) on Optical Fibre Cable with **in- built redundancy** and should further ensure its **smooth/seamless integration/interoperability** with AIIMS Madurai's internal campus ICT network. PSUs bidding **should have carried out a detailed Site Survey** prior to submitting their Tender bids and **should also submit their respective proposed Architectural plan** for the desired works.

c. The PSU agency/firm having the at least **Category "A" Internet Service Provider (ISP) license** issued from the Department of Telecommunication, Govt. of India, can apply. Self-attested valid license copy of certificate and Infrastructure details must be enclosed with technical bid.

d. The PSU agency/ firm should **abide by the applicable GFR -2017/CGDA/DPIIT-2017 Orders/Circulars/ Guidelines.**

e. The PSU agency/firm **must have experience in providing the 1 Gbps Mbps or more ILL connectivity** and necessary infrastructure to execute the project. The list of existing customers (Government departments/ Institutions) who have been supplied Internet Bandwidth of 1 Gbps Mbps or more with effect from 2020 should be provided along with supply orders and satisfactory performance reports. Minimum list of 2 or more customers to be provided.

f. The PSU agency/firm would ensure that the **local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links/networks.** Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC Charges etc.

g. An **Escalation Matrix along with the Response time** should be clearly specified in the Technical bid.

h. The agency/ firm **must have a fully functional Network Operation Centre(s) (NOC)** to monitor and manage the ILL link(s), which should be fully operational 24 X 7 X 365 days. List of NOC(s) must be enclosed with technical bid.

i. The agency/firm **must have adequate bandwidth at the backend to provide the desired bandwidth.** Self-certified supporting document must be enclosed with technical bid.

j. **Testing of all Terminal equipment** should comply with **latest NSCS guidelines.**

k. The bidder **should not have been debarred and/ or blacklisted by any Central Government / or any State Government/ Autonomous Department(s)/Body** consecutively during last three completed financial years. An affidavit to that effect on Non-Judicial Stamp paper of Rs. 200/ - duly notarized should be enclosed with the technical bid. The Performa of the affidavit is attached with the tender as **Annexure-A.**

l. The link provided by the bidder should be resilient against all types of Cyber-attacks including the **(Distributed denial of service) DDoS.**

6. Deposits and Submission:

a. The bidder shall be required to submit a refundable Earnest Money Deposit (EMD) for an amount of **Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand only)** through SBI Collect. Instructions for making payment through SBI Collect is attached as **Annexure-E.** Any tender without EMD will be considered as non-responsive and will be summarily rejected. The bidder shall submit one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire terms & conditions of the tender by the bidder.

a. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money.

b. The Earnest Money shall be valid upto a period of 180 days 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. Therefore, bidder has to agree to extend the validity of the EMD if necessary.

c. In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same for imposing sanction for violation of this Pact.

d. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

e. In case of successful BIDDER, EMD will be returned within 15 days from the date of submission of Performance Bank Guarantee (P.B.G of 10% of order value).

f. Integrity Pact on a non-judicial stamp paper of Rs.500. Integrity Pact is attached as Annexure-A. Tender terms and conditions acceptance undertaking on a non-judicial stamp paper of Rs.500.

7. LOCAL CONDITIONS/ SITE SURVEY:

a. It shall be the responsibility on each bidder to fully inform /acquaint / familiarize itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All bidder (s) intending to bid shall visit and conduct necessary Survey on a No Cost No Commitment basis & make themselves thoroughly acquainted with the local site conditions.

b. AIIMS Madurai, shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by AIIMS Madurai, on the basis of any non- clarity of information about local conditions being pleaded by the bidder.

c. Further, no additional claim for financial adjustment being made by the contract awarded on this tender document will be entertained by AIIMS Madurai.

8. VALIDITY:

Quoted rates must be valid for a period of **180 days** from the stipulated last date of submission of bid. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. In case the bidder(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited by him shall be forfeited without assigning any reason thereof; The bidder(s) should be ready to extend the validity, if required.

9. DELIVERY, PERIOD, INSTALLATION AND COMMISSIONING:

a. The contracted deliverables should be delivered/commissioned at IT HUB, AIIMS Madurai, Permanent Campus: Village Austinpatti, Thoppur, District Madurai, Tamil Nadu – 625 008. The delivery/commissioning period of the said tasks should be adhered to as will be mentioned in the Award of Contract.

b. Project should be completed within **30 days** from the date of issue of the letter of Intent (LOI) / Work order. All the work-related aspects of digging, laying, alignment, provisioning of adequate Test points enroute wrt OFC as per laid down Industry norms, safe delivery, installation of associated Terminal equipment, testing/commissioning and uplink/complete functioning/serviceability of the desired connectivity shall be the exclusive responsibility of the Service Provider. The Network so established finally should be able to cater for the Bandwidth of upto **10 Gbps**.

c. If the Service Provider fails to uplink the connectivity by the specified date, then the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or

performance. Once the maximum is reached, the AIIMS Madurai reserves the right to terminate the Contract.

10. PAYMENT TERMS & CONDITIONS:

- a. No advance payment will be made in any case
- b. **Bandwidth Charge:** Annual Recurring (bandwidth) charges shall be payable on post quarterly/ Annual basis at the end of the quarter/year after satisfactory delivery of services, for which the Service Provider will raise the bill at the end of each quarter/ year. Charges if provided to any customer at lesser than the price offered to this institute at any time, the service provider should also reduce the price to this institute. In this regard, periodical certificate must be submitted by the service provider. In case any higher amount charged, the marginal differential amount along with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India should be refunded by the selected bidder.
- c. **Hardware Charges:** All the hardware procured shall be maintained by the vendor at no additional charge for the entirety of the operation of service.
- d. **Charge for Dedicated Lease Line:** Vendor/ Agency will be required to provide the bandwidth over wired media (OFC). Wired media is required to be owned by the Service provider. However, no additional charges will be paid for the leased line.
- e. TDS/Income tax and all other applicable taxes shall be deducted at source as per prevailing Govt. Rules in this regard.
- f. Penalty if any shall be deducted from the quarterly / annual bills, based on penalty clauses as further specified at paras 9(c) & 22 (xii).

11. CONTRACT PERIOD:

- a) The contract period for providing the Internet Leased Line Connectivity to IT HUB, AIIMS Madurai, Permanent Campus: Austinpatti, Thoppur, Madurai, Tamil Nadu – 625008, would be initially **for a period of Five years** from the date of commissioning and extendable one year at a time thereafter subject to requirement and satisfactory delivery of services, on same T & Cs.
- b) For the add on, Purchase Order issued thereafter, as per quoted rates, the period will be from the date of commissioning of such additional ILL to a period co-terminus with the period of ILL at clause 11 (a) above.
- c) Thereafter, on annual requirement and renewable basis subject to satisfactory performance from the date of commissioning of the Internet Services (Before the end of first contracted period the performance of the service provider shall be evaluated and based on the satisfactory performance the contract shall be renewed for the next year on the same terms and conditions) and may be further extended based on the requirement of AIIMS Madurai written notice by the service provider **within 30 days**.

(d) No hike in price would be admissible. However, if the prices are reduced on any account, benefit of the same should be passed on to AIIMS Madurai. AIIMS Madurai reserves the right to renegotiate the annual charges at the end of every year of service, after the first year of service.

12. TENDER PREPARATION COST:

The bidder shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. AIIMS Madurai shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by AIIMS Madurai.

13. NO CLAIM CERTIFICATE:

The Agency shall not be entitled to make any claim, whatsoever, against AIIMS Madurai under or by virtue of or arising out of this contract nor shall AIIMS Madurai entertain or consider any such claim, if made by the agency after, agency have signed a “no claim” certificate in favour of AIIMS Madurai in such forms as shall be required by the client after the works are finally accepted.

14. CONFIDENTIALITY:

The Agency and/or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

15. FORMATS OF BIDS:

The bidders should use the formats prescribed by AIIMS - Madurai in the TENDER for submitting both techno commercial and price bids.

Part -I: Techno Commercial Bid:

The sealed envelope duly superscribed shall contain the following: i. Duly filled-in and signed and stamped tender document ii. Technical proposal should contain the solution architecture for leased line internet bandwidth and detailed technical aspects iii. All relevant documents for supporting the pre-qualification criteria mentioned in the tender iv. Receipt of bank supporting payment of EMD and tender fees. v. Documents listed in the eligibility criteria vi. Any other information which the bidder would like to submit along with his tender.

Part-II: Financial bid:

The sealed envelope duly superscribed shall contain the following: Price for each of activities mentioned in part II of tender document is to be quoted separately in the price bid format attached as part II of tender document, duly signed by the tenderer.

Any corrections in the bid document should be authenticated by the bidder by putting signature with stamp. All erasures and alterations made while filling the tender must be attested by initials of the bidder. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the tender invalid at the discretion of AIIMS - Madurai. No advice of any change in rate or conditions after the opening of the tender will be entertained. Each page of the Tender document should be signed by the person or persons submitting the tender in token of Bidder having acquainted himself with the General Conditions of Contract, Specifications, etc., as laid down and after thoroughly visiting the site.

The price bid enclosed by the bidder along with the techno-commercial bid instead of keeping it in a separate cover shall be out rightly rejected.

16. FINANCIAL BID:

- a) Financial bid should be in the format enclosed with tender as Annexure “B”.
- b) The bid should be clearly filled or typed and signed in ink legibly giving full address of the bidder. The bidder should quote the price in figures and words with his full signatures. The Tender should be duly signed by the authorized persons. In case of any discrepancies between words and figures, the amount specified in words will be the final one.
- c) Taxes and other levies/charges, if any, are to be specified clearly in the financial bid.

17. TENDER EVALUATION:

AIIMS Madurai will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

(a) Level - I (Technical Evaluation):

- i. AIIMS Madurai shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order.
- ii. After evaluation of technical bid(s), a list of the qualifying bidder(s) shall be made. Short-listed bidder(s) shall be informed of the date & time of opening of financial bid(s).

(b) Level-II (Financial Evaluation):

- i. The Financial bid(s) shall be evaluated on the basis as mentioned in **Annexure-B**.

18. AWARD OF CONTRACT:

After due evaluation of the financial bid(s), AIIMS Madurai will award the to the lowest bidder (hereinafter referred to as the “Service Provider”).

19. COMMENCEMENT OF CONTRACT:

The Service Provider shall commence the work from the date of receipt of acceptance of the Letter of Intent (LOI) / work order which shall be accepted by the Service Provider within 10 working days from the receipt of the work order or 15 working days from the issue date of said order whichever is earlier. Failing which, EMD will be forfeited

20. PERFORMANCE SECURITY:

- a. Performance Bank Guarantee is mandatory.
- b. The Service Provider shall be required to furnish a Performance Bank Guarantee (P.B.G.) within 30 days for the date of issue of LOI/work order for an amount equal to 10% of order value which shall include all applicable taxes and duties. The performance guarantee bond to be furnished in the form of Bank Guarantee as per Annexure-C of the tender documents, for an amount as mentioned in the tender document.
- c. The Performance Guarantee should be established in favour of “AIIMS Madurai”.
- b. The P.B.G. as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between AIIMS Madurai and the Service Provider.
- c. In case the period of contract is extended further by AIIMS Madurai in consultation with the Service Provider, the validity of P.B.G shall also be extended by the Service Provider accordingly so that such P.B.G shall remain valid for a period of sixty days after the expiry of the obligations of the Service Provider for the extended period.
- d. The PSD will be refunded without interest after 90 days on completion of all contractual obligations of the agency including statutory obligations. After successful completion of contract period, outstanding dues to Institute, if any, will be adjusted from PSD. The amount as deposited may be increased at the later date of contract value so increases on account of availing higher data speed. In this regard, revised BG for enhanced value must be submitted by the bidder.

21. SERVICE PROVIDER OBLIGATIONS:

- a. The Service Provider shall responsible for providing the ILL (1:1 contention ratio) Uncompressed & unshared managed leased line Internet connectivity at IT HUB, AIIMS

Madurai, Permanent Campus: Village Austinpatti, Thoppur, District Madurai, Tamil Nadu 625008, at all times throughout the contract period.

b. The Service Provider shall be solely responsible for digging/laying of Cable, alignment, provisioning of adequate Test points enroute wrt OFC, installation, commissioning and configuring of all associated terminal hardware for the connectivity & configuring and provisioning a suitable edge router/Switches etc.

c. The service provider will maintain the OFC and equipment to provide Internet Services to Server Rooms / terminating points of at IT HUB, AIIMS Madurai, Permanent Campus: Village Austinpatti, Thoppur, District Madurai, Tamil Nadu 625 008, for efficient running during & post the Warranty & at all times of the contract.

d. Liaisoning (if required) with other firm(s)/ State Govt. Departments for obtaining ROW clearance, point to point connectivity between service provider node and at IT HUB, AIIMS Madurai, Permanent Campus: Village Austinpatti, Thoppur, District Madurai, Tamil Nadu 625008, shall be the responsibility of the Service Provider alone.

e. The Service Provider would ensure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Service Provider shall responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.

f. The Service Provider will undertake Preventive maintenance once a quarter for upkeep of the systems running on the mutual date agreed. The schedule will have to be adhered to strictly.

g. AIIMS Madurai, will not purchase any hardware / software / machinery / equipment / accessories and service provider will have to provide all the required hardware of latest technology from time to time and will also be fully responsible for its subsequent maintenance.

22. DETAILED SCOPE OF WORK:

a. ILL (1:1) Uncompressed & un-shared on 6F core underground Armoured OFC with inbuilt redundancy.

b. Execution: This will include alignment, provisioning of adequate Test points enroute with respect to OFC, installation, commissioning and configuring of all associated terminal hardware for the connectivity & configuring and provisioning a suitable edge router/Switches etc. and subsequent maintenance / AMC of the complete link initially for a period of 5 years from the date of Installation/commissioning, which can be extended with mutual consent on basis of satisfactory services provided on year-to-year basis and Rates, T&C mutually agreed at the time of the said extension.

c. Bandwidth initially required for 1 Gbps and upgradable to 10 Gbps on as required basis by AIIMS Madurai. Available bandwidth at end point should be 1 Gbps.

- d. To provision all necessary associated terminal equipment with details and desired upgrades for extending support up to 10Gbps on as required basis.
- e. The Ownership rights & maintenance of OFC cable & all associated terminal equipment, shall rest with the service provider for another period of 5 years.
- f. To ensure desired patching and subsequent extension of the planned ILL connectivity with in the AIIMS-Madurai campus with internal network system in place and as also ensuring the Cable, associated devices/ Terminal equipment redundancy / uptime / timely replacement/repair within 24 to 48 hrs of the fault occurrence / reporting.
- g. Bidder shall submit an undertaking regarding the dedicated/on-call & on-site availability of their technical representative within 24 hours of reporting of any fault.
- h. The Bifurcation of recurring charges with respect to bandwidth usage + associated maintenance charges shall be mentioned categorically along with the separate financial bid envelope.
- i. Technical feasibility including technical specifications of the Terminal equipment planned should be clearly spelt out. Site survey is required to be carried out by PSUs for greater clarity and detailed report of same needs to be submitted before submissions of Technical & Financial Bids.
- j. Previous work experience/expertise of PSU agencies in the field of catering ILL services to Govt. sector/Central autonomous body shall be provided.
- k. The Shortlisted PSU will allow full flexibility on mutually acceptable T&Cs in form of a Tripartite Agreement with other Network operators/ agencies for the concurrent use of the bandwidth or cable resources for extending their additional services as desired by AIIMS Madurai subsequently. An Undertaking on this account needs to be submitted along.
- l. All interested PSUs to submit their technical specifications along with Commercial bid within 3 weeks of issue/receipt of this Tender online through the CPP portal.
- m. Within 2-3 weeks after receipt of LOI/PO, the PSU selected will provide a detailed project schedule with a proper timelines and resource deployment plan. The same shall also cover the additional onsite requirements from AIIMS Madurai. Any changes that are needed to be made to the existing setup/plan shall be carried out after approval by the Competent authority from AIIMS Madurai. The same shall also be informed in advance so as to plan the downtime impact to end users.
- At the end of contract, Service provider will restore the areas used by them into original status as provided to them initially at his cost. Similarly, any work of them for providing the services, impacted on civil / electrical / electronics and etc. of this institute, the service provider shall rectify at his cost in order to bring it to earlier stage / original stage immediately or at the end of contract whichever occurs earlier.
- n. The works will be carried out as per latest Standards/Protocols/guidelines issued by the TEC / DOT. Acceptance & Testing (ATP) shall be held Phase wise.

o. The PSU /Agency shall submit an architectural design of the link being built up. The link must not be overlapped with another existing Internet link to AIIMS Madurai.

p. A separate detailed MOU would be undertaken with the final shortlisted agency mainly based on above laid terms & mutually acceptable conditions and all necessary clearances wrt ROW, State Govt norms, License requirements & Legal requirements shall be solely handled by the finally nominated agency.

q. Internal cabling which is required from the service provider mux to the router has to be laid by the bidder. Optical fibre cable should be laid. The costing of the same should be included in the price bid.

r. The bidder is responsible for liaising with government agencies or other Departments to provide any licenses, approvals etc. that may be required. The bidder should have self-heading backbone registered with TRAI for providing Internet Bandwidth Service in India.

s. The Multiplexers/Modems/Patch Cords/Fiber Converter/Routers etc. and any other equipment (if necessary) for commissioning of 1 Gbps internet bandwidth link will have to be supplied, installed and maintained (all throughout the service period) by the bidder at sites and shall remain their property. However, the infrastructure such as space, air-conditioning and UPS power will be provided by AIIMS - Madurai within its own premises.

t. The bidder should not terminate the connections of others on the devices installed at our premises and should furnish an undertaking to this effect. However, if any incidents identified at any stage, due legal action with financial compensation equivalent to the revenue earned shall be inflicted.

u. Provision of the link is subject to satisfactory Acceptance Test (AT). The bidder shall arrange for the AT as per the requirements of AIIMS - Madurai. After commissioning the links, an acceptance test will be conducted. The methodology for the test will be at the discretion of AIIMS - Madurai. The link commissioning is deemed to be complete only if the acceptance test results are found satisfactory. Acceptance tests will be conducted at AIIMS - Madurai.

v. The bidder should provide online portal to view real time Bandwidth utilization/performance. It should provide report generation on real time basis such as Hourly, Daily, Weekly and Monthly basis. Besides, the reports should also be made available on demand.

23. SERVICE LEVEL GUARANTEE AND RESPONSIBILITIES:

i. The Service Provider shall provide the Internet leased line (1:1 contention ratio) (on an Underground Optical fibre, Armoured 6 core) for an uncompressed and unshared connectivity at all the time (24 X 7 X 365) at IT HUB, AIIMS Madurai, Permanent Campus: Village Austinpatti, Thoppur, District Madurai, Tamil Nadu 625008.

ii. To provide a minimum subnet of 32 Public IPv4 / IPv6 addresses including Reverse Lookups configured at these IP's.

- iii. Packet Losses: Less than 1% (Average over 1000 ping) at any given point of time to any part of globe.
- iv. Latency: Region wise maximum permissible latency is as follows:
- Less than 350 ms to North America
 - Less than 250 ms to Europe
 - Less than 150 ms to Asia Pacific
 - Less than 20 ms from AIIMS Madurai to service provider's tier1 peering point.
 - Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored.
- v. **Network Availability (uptime):** More than 99.5 % per month.
- vi. Border Gateway Protocol (BGP)Implementation in the Internet Link.
- vii. Reports for performance, monitoring / usage (Rx / Tx) to be submitted by the service provider on monthly basis or as per requirement of AIIMS Madurai.
- viii. **Uptime Calculation:** Uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. **Deduction in payment will be made for downtime in the quarterly bills raised by the Service provider.**
- ix. The **response time for attending the faults will be 1 hour after they are reported to the service provider. The service provider will rectify the faults within 12 hours** failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 X 365.
- x. **Redundant Path:** Service provider need to ensure operational uplink on both path of Ring/Mesh all the time. Random checking of Ring/Mesh path will be scheduled, with prior intimation to the service provider, to evaluate the response time for attending the faults and both path will be checked after that, in case of failure / non-operational of any path in ring the link will be treated as down (for the purpose of uptime calculation, though the internet service will be available to AIIMS, Madurai by any one of the path) till the path is restored.
- xi. The Edge routers/ L3 Switches as required at the site will be provided by vendor. The router must support at least the twice the total bandwidth.
- xii. Downtime penalty in % of monthly payment is tabulated below:

S. No.	Uptime	Penalty in % on monthly basis
1.	>= 99.5%	0
2.	> 99 to < 99.50	2
3.	> 98.5 to < 99.	5
4.	> 98 to <98.5	10
5.	> 95 to < 98	20
6.	> 90 to < 95	40
7.	< 90%	100

xiii. Downtime due to the following situations will not be considered for the purpose of penalty:

- a) Link down due to power failure at customer end
- b) Due to scheduled maintenance by the Service Provider, with prior intimation and approval of AIIMS, Madurai.
- c) by the act of nature / force majeure

Penalties, if any shall be calculated for every month and recovered from payments to be made at the end of every quarter. The invoice amounts raised every quarter should have provisions for deduction of penalties as calculated by bidder and only net amounts should be claimed for payment.

xiv. All repairs and maintenance of the hardware / software / machinery / accessories / equipment installed by the service provider at his cost for the provisioning of services is to be borne by the service provider since title to the ownership is owned by service provider.

xv. The efficiency shall be calculated as follows:

E = Monthly Uptime Efficiency

N = Number of days in a month

D = Number of hours the Internet facility is down due to failure of equipment or service in that month

$E = \{ ((24 * N) - D) / (24*N) \} * 100$

Example: If there are 30 days in a calendar month, then total time would be 43,200 minutes. The acceptable down time would be 216 minutes (0.50%) for making full payment for the month based on the following calculations: - $((43200-216)/43200) * 100 = 99.50\%$

xvi. The selected bidder should proactively monitor the downtime status and advise the same to AIIMS - Madurai. The downtime meter is supposed to have commenced from such time it is reported either by the bidder or from the time the trouble tickets are raised by AIIMS - Madurai.

xvii. Payment will be made in electronic form / online through PFMS on quarterly basis after the utilization of the service on the basis of the invoice submitted along with proof for efficiency time and down time. First payment will be made only after ensuring the submission of performance bank guarantee.

xviii. The successful Bidder shall execute a Service Level agreement with AIIMS - Madurai in line with the terms and conditions mentioned in the TENDER. The issue of letter of award of work by AIIMS - Madurai shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

xix. Acceptance Test:

The Acceptance Test will be carried out for one week and shall mainly cover the following points:-

- Internet access on nodes: Internet will be accessed simultaneously through configured nodes ("Always on Internet (AoI)" facility shall be made available on at least 200 nodes)
- Measurement of bandwidth: Actual available bandwidth (in/out) during this time shall be measured several times through the monitoring tool provided by the selected Bidder. Once the acceptance test is carried out successfully, a Report shall be generated to indicate the details of all the tests carried out for assessing the performance of AoI solution. The system shall be taken over by AIIMS - Madurai only after satisfactory conclusion of the Acceptance Test.

The selected Bidder shall indemnify AIIMS - Madurai against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The selected Bidder shall defend all actions arising from such claims, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

xx. REPORTING: -

Reports on usage of Internet Bandwidth services performance on the following parameters shall be provided by the bidder on monthly basis.

- Internet Bandwidth Usage (Download/Upload)
- Network Availability (Uptime Efficiency)
- Network Latency
- Data Delivery (Packet Loss)
- Downtime due to Scheduled Maintenance

xxi. The report shall be sent by the first week of the succeeding month.

xxii. On-line Monitoring - A facility to monitor the general parameters like bandwidth usage, network latency, packet flow etc., shall be made available online.

xxiii. Monitoring Notification – the bidder shall properly monitor the performance of AoI connection provided to AIIMS - Madurai. The bidder shall record a Service Outage and will notify AIIMS - Madurai within 60 minutes of recording the Outage. The notification shall take place via email. Scheduled Network Maintenance refers to upgrades or modifications to network equipment software, network equipment hardware, or Network capacity. Scheduled Network Maintenance may temporarily degrade the quality of the Internet Service, including the possibility of short duration outages. Such effects related to Scheduled Network Maintenance shall not give rise to service penalty under this SLA. Scheduled Network Maintenance shall be undertaken only after giving prior notification to AIIMS - Madurai and only after acceptance of the same by AIIMS - Madurai.

xxiv. SERVICE OUTAGE DEFINITION Service Unavailability for all Service Levels shall mean an incident when Service is unavailable for at least sixty continuous (60) minutes in duration, which is not caused, directly or indirectly, by a negligent act or omission of

AIIMS - Madurai. Service Outage shall not include any service outage or interruption resulting from:-

- a. Maintenance actions requested by or attributed to AIIMS - Madurai.
- b. Preplanned scheduled maintenance operations. The bidder will notify AIIMS - Madurai Two (2) days in Advance of a scheduled maintenance period. A single maintenance period will not exceed Four (4) hours.
- c. Outage due to external interference the occurrence of a Force Majeure event and other such incidents.

24. SUB-CONTRACTING OR SUB-LETTING:

The bidder has to seek prior permission from AIIMS Madurai for sub-contracting or sub-letting of the work to any other agency. Though sub-contracting or sub-letting whole or any part of the work, the responsibility is owned by the selected bidder for providing services effectively and satisfactorily. The selected bidder has to resume the service by making alternative arrangement within the stipulated time in case of failure by the sub-contractor or sub-letter to provide their services. Bidder has to specify the works which will be sub-contracting or sub-letting in the tender documents along with the details of available alternative arrangement.

25. CANCELLATION / TERMINATION OF CONTRACT:

i. In cases where the contractor fails either to accept the order or to acknowledge the order without any pre- conditions within the stipulated time or fails to start the work according to the work schedule or fails to ensure satisfactory progress of the work, AIIMS Madurai reserves the right to cancel/ terminate the contract by giving one-month notice at the cost and risk of the contractor.

ii. Under\any other circumstances / premature closure of the contract, a notice period of three months will be required, from either side for termination of the complete contract or part thereof without financial implication on either party.

26. FORCE MAJEURE:

The Service Provider shall not be liable for forfeiture of its earnest money/ performance security deposit, liquidated damages, or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

27. SANCTIONS FOR VIOLATIONS:

- i. Any breach of the aforesaid provisions 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 the BUYER to take all or any one of the following actions, wherever required.

- ii. 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.
- iii. 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.
- iv. To immediately cancel the contract, if already signed without giving any compensation to the BIDDER
- v. 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, 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.
- vi. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vii. 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.
- viii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- ix. To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. 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.
- xi. 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.
- xii. The BUYER will be entitled to take all or any of the actions mentioned above, 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 laws of the land and or any other statute enacted for prevention of corruption.
- xiii. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

28. FALL CLAUSE:

The BIDDER undertakes that the bidder has not supplied / is not supplying similar product/ systems or subsystems at a price lower than offered in the present bid in respect of any other department of State Government/Central Government /Autonomous Body or PSU and if it is found at any stage that similar product /system or sub-system was

supplied by the BIDDER to any other office/ institution of State Government / Central Government or 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 and interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, would be refunded by the BIDDER to the BUYER, if the contract has already been concluded and during currency period of contract also.

29. ARBITRATION:

a) In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, AIIMS Madurai and the Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by AIIMS Madurai. Expenditure incurred towards costs of arbitration will be borne as decided by Arbitrator.

b) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Madurai only. The decision of the Arbitrator shall be final and binding on both the parties.

30. JURISDICTION:

The courts at Madurai alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Madurai Court shall have jurisdiction in the matter.

31. CLARIFICATION:

A prospective bidder requiring any clarification of the bidding documents may attend Pre-bid meeting through online and the link for pre-bid meeting is available in the last page of this tender document.

Amendments in Bidding Documents

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

INTEGRITY PACT

(To be executed on Non-Judicial Stamp Paper worth of ₹ 500/- duly notarized by the Bidder along with Bid Document)

All India Institute of Medical Sciences-Madurai (**AIIMS-Madurai**) Institute of National Importance under the PMSSY Division, Ministry of Health and Family Welfare, Government of India hereinafter referred to as “**BUYER**” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**

And

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

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

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

NOW, THEREFORE,

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

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

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

SECTION 1- COMMITMENTS OF THE BUYER

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

- I. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - II. The BUYER will, during the pre-contract stage, and during the entire tendering process treat all the BIDDER/SELLER alike, and will provide to all the BIDDER/SELLER the same information and will not provide any such information to any particular BIDDER/SELLER which could afford an advantage to that particular BIDDER/SELLER in comparison to other BIDDER/SELLER
 - III. The BUYER will exclude from the process all known prejudiced persons. All the officials of the BUYER will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
2. If the BUYER obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary action.
 3. Person Signing shall not approach the courts While representing the matters to IEMs and he/she will await their decision in the matter.

SECTION 2: COMMITMENTS OF THE BIDDER(S)

1. The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution: -
2. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BUYER for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BUYER.
4. The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

5. The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any / all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract
6. The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
8. The BIDDER either while presenting the bid or during precontract negotiations or before signing the contract, shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
9. The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
10. The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
11. The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
12. The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
13. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
14. The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
15. The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
16. In case of sub-contracting, the bidder/ shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

17. The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
18. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the Existing provisions of GFR-2017 PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organisation concerned.
19. Person Signing shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
20. In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact, In case of subcontracting, the Principal contractor shall take responsibility of the adoption of IP by the subcontractor. It is to ensured that all subcontractors also sign the IP. In case of Subcontractors, the IP will be a tripartite arrangement to be signed by the Organisation, the contractor and the subcontractor.

SECTION 3: PREVIOUS TRANSGRESSION

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

SECTION 4: EARNEST MONEY (SECURITY DEPOSIT)

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

SECTION 5: SANCTIONS FOR VIOLATIONS

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

of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitors appointed for the purposes of this pact.

SECTION 6: FALL CLAUSE.

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

SECTION 7: INDEPENDENT MONITORS.

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

Following are the IEM of AIIMS-Madurai

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

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

Email ID: aambasht89@rediffmail.com

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

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

Email ID: subodhjaiswal22@gmail.com

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

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

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

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

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

8. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

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

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

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

SECTION 8: FACILITATION OF INVESTIGATION

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

SECTION 9: LAW AND PLACE OF JURISDICTION

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

SECTION 10: OTHER LEGAL ACTIONS.

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

SECTION 11: VALIDITY

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

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

BUYER

BIDDER

Name of the officer

Chief Executive Officer

Designation

Section

Witness

1.

1.

2.

2.

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER. (To be executed & attested by Public Notary / Executive Magistrate on Rs. 200/- non judicial Stamp paper by the Bidder)

I /We _____(Bidder) hereby declare that the firm / agency namely M/s._____ has not been blacklisted or debarred in the past by Union / State Government/Autonomous or any organization from taking part in tenders in India.

Or

I/ We (Bidder) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union/State Government/Autonomous or any Organization from taking part in tenders for a period of years w.e.f. _____ to _____. The period is over on and now the firm/company is entitled to take part intenders.

In case the above information found false I / we are fully aware that the tender/contract will be rejected / cancelled by AIIMS Madurai, and EMD / SD shall be forfeited.

In addition to the above, AIIMS Madurai, will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary/ Executive) Magistrate)

Name

Address

Format for Financial Bid

Sr. No	Bandwidth	(A) One-time Commissioning Charges (INR)	(B) Annual Recurring Charges (INR)		(C) Applicable Taxes (%)	(A+B+C) Total Charges	Remarks
			Bandwidth Related	Maintenance Related			

* Total Amount – Rs. _____

Total Amount in Words: -

*Any other applicable/hidden charges to be also reflected separately.

Note: -

- a) The charges will be paid on pro-rata basis for actual usage period.
- b) Indicate Not Applicable (NA), if any section (in this format) is not applicable. Rates must be quoted for all listed items.
- c) The rates quoted are for at destination i.e., IT HUB, AIIMS Madurai, Permanent Campus: Austinpatti, Thoppur, District Madurai, Tamil Nadu 625008 and should be in Indian rupees only. Price must not be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.
- d) Any drop in the charges/tariff of leased line or Internet port access during the contract period shall be passed on to AIIMS Madurai.
- e) We have gone through the terms & conditions stipulated in the Tender Document and confirm to abide by the same.
- f) No other charges would be payable by AIIMS Madurai, apart from above mentioned in this financial bid.

Place:

Date:

FORMAT FOR PERFORMANCE SECURITY BANK GUARANTEE

To

The Executive Director,
All India Institute of Medical Sciences, Madurai
Project Cell Office, Govt. TB hospital Campus,
Austinpatti, Thoppur, Madurai – 625008

Ref: E-tender No.: AIIMS/

Dated: / /2026.

WHEREAS _____

(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____

to provide Internet Leased Line Connection (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to (...) months from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Madurai i.e. up to date).

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

(Indicate Seal, name & address of the Bank and address of the issuing Branch, including Telephone No.

TENDER ACCEPTANCE UNDERTAKING

(Should be given on Non-Judicial Stamp Paper worth of Rs. 500/- duly Notarized)

To

The Executive Director,
All India Institute of Medical Sciences, Madurai
Project Cell Office, Govt. TB hospital Campus,
Austinpatti, Thoppur, Madurai – 625008

I

S/o R/o..... do hereby solemnly affirm as under :-
That I am a partner / Proprietor / Authorized representative of M/s

.....

1. That the firm has not been blacklisted in the past by any government/ private/ organization.
2. That the firm has no vigilance case/CBI/FEMA case pending against him.
3. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.
4. Having examined the tender document for “Selection of Catering Service Agency for Providing the Running Mess Facilities at UG Studetns Hostels of AIIMS Madurai” we the undersigned hereby offer to provide Mess Facilities in conformity with scope of work and conditions set out in the tender document. We hereby unconditionally accept all the e-tender conditions.
5. We enclosed all the relevant documents as per the e-tender.
6. We understand that you are not bound to accept the lowest or any e-tender received.

Date :

(Signature of Bidder)

Name :

Designation :

Seal

Please Note:- The above Undertaking duly signed and Stamped by the Authorized Signatory of the Company, should be enclosed with Technical Bid Documents and submitted its original hard copy with Technical Bid Envelope and scanned copy must uploaded failing which the bid of the tenderer shall be rejected.

Procedure to pay Tender Fee / EMD Charges

1. The following link may be used for paying the fees through State Bank collect:
<https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=6691826>
2. Select the category “**GOVT / PSU / COURTS**”
3. Search “**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MADURAI**”, then
“Click”
4. Select "**PROCUREMENT CELL**" from drop down menu and fill the details.
5. Columns with " * " are mandatory to fill and click "Next" button to verify the information submitted by you and click "Next" button for payment through SBI Net Banking (or)other Banks Net Banking (or) Credit Card (or)Debit Card (or) other payment modes. Transaction charges shall be borne by the applicant.
6. The bidder has to take a print out of the payment receipt and attach along with the “Technical Bid”.
7. The Tender Fee / EMD charges sent through Money Order, Demand Draft, Bankers Cheque, Indian Postal Orders, Crossed Cheques, Currency Notes, Treasury Challans, etc will not be accepted by the Institute and such bids will be treated as without EMD charges and will be summarily rejected.

Pre – Bid Meeting Link

The bidder are requested to copy and past the full meeting link in browser to attended the meeting

Meeting link:

<https://aiimsmadurai-132.my.webex.com/aiimsmadurai-132.my/j.php?MTID=m814a4ade9acb5f60661459c53fedcce>

Meeting number:

2644 027 6413

Meeting password:

TPj348D4KaW

Join from a video system or application

Dial 26440276413@webex.com

You can also dial 210.4.202.4 and enter your meeting number.

Meeting password for video system

87534834

Join by phone

+65-6703-6949 Toll

Access code: 26440276413

Global call-in numbers

<https://aiimsmadurai-132.my.webex.com/aiimsmadurai-132.my/globalcallin.php?MTID=m0e72a26ab247a9dbf27deabe5eab6767>

Meeting password for audio

87534834