

Notice Inviting Quotation

For

“One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar.”



**All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar (Odisha)-751019
www.aiimsbhubaneswar.nic.in**

NIQ No. : **AIIMS/BBSR/ENGG. / NIQ. /11/2026**

Estimated Cost : **₹ 1,29,250.00 /- (Including GST)**

Issue date : **07/08 /2026**

Last date of submission : **14/08/2026 by 14:00hrs**

Date & time of opening NIQ : **14/08/2026 by 15:00hrs**

Completion Period : **30 Days.**

“Certified that this NIQ document contains 19 pages only”.

**Executive Engineer (Elect.)
AIIMS, Bhubaneswar**

Name of Work : **One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar.**

NIQ No. : **AIIMS/BBSR/ENGG. / NIQ. /11/2026**

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ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR, ORISHA
Ministry of Health & Family Welfare, Government of India
Bhubaneswar (Odisha)-751019

NOTICE INVITING QUOTATION (NIQ)

Name of the work: - One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar.

Sealed quotations are invited from the interested Vendors having valid company registration Documents, who had never been blacklisted /debarred by any of the Govt. Department /Govt. Organization /Central PSUs /state PSUs and who will submit an undertaking at “**Annexure-A**”.

01	Name of Work	One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar
02	NIQ No.	<u>AIIMS/BBSR/ENGG. / NIQ. /11/2026</u>
03	Estimated Cost	₹ 1,29,250 (Including GST) (Rupees One Lakh Twenty-Nine Thousand Two Hundred Fifty Only.)
04	Security Deposit	2.5% of the NIQ Value.
05	NIQ documents will be Issued From	Download from Institute Website. (i.e. www.aiimsbhubaneswar.nic.in)
06	NIQ Issue Date	On 07 -08-2026
07	Last Date for submission of NIQ document (Technical and Financial)	By 14/08/2026 by 14:00hrs
08	Date and time of opening of NIQ (Technical and Financial)	On 14/08/2026 by 15:00hrs
09	Time allowed for the work	30 days

Executive Engineer (Electrical)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS TO BIDDERS FOR NIQ

- I. The quotation duly filled up with the schedule of quantities along with all necessary documents, in a sealed envelope superscripting the name of work shall be submitted to the office of the Executive Engineer(Electrical), Room No. 327, 3rd floor, Academic building, AIIMS, Bhubaneswar, At-Sijua, Paratpara, Pin-751019 up to **14/08/2026 by 14:00hrs.** and the same will be opened **14/08/2026 by 15:00hrs** at the office of the Executive Engineer (Elect), 3rd floor, Academic building, AIIMS Bhubaneswar. If the last date of submission is a holiday then the last date will be considered as the next working day. However, the opening time will remain unchanged.

II. Bidders who fulfill the following requirements shall be eligible to apply:

The consulting firms/Institutions/Govt. approved testing agencies having satisfactorily completed **Similar Work(s)** & shouldn't have been debarred/imposed penalty due to slow progress for the execution of work with Central Government/State Government Department/ Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking/ State Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette during last seven years ending previous day of last date submission of quotation.

III. Similar work means:

“Supply, Installation, Testing and Commissioning or repairing of Audio System”

- IV. Intending Bidder(s) is/are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies, and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

- V. Works Should be executed as per CPWD specifications.

- VI. The department shall not supply any materials for the work. All T&P for the work shall be arranged by the contractor.

VII. Mode of Payment

- i. The 100% payment shall be released after due verification of final bill by Engineering-in Charge or his representative after completion of work. A deduction of 2.5% towards Security Deposit shall be made from the bill and shall be released after the completion of warranty or as per the clause no. 17 of CPWD GCC 2019 and other deduction towards taxes as per Government of India/AIIMS rule will be made from the bill. No provision is

given for RA bill payment in this contract.

- ii. Warranty for all the items is One (01) Year or OEM warranty whichever is higher.
- iii. It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.

VIII. Payment shall be made as per rule and as per actual measurement at the site after completion of work.

IX. Payment will be made after statutory deduction as per prevailing rules.

X. The time allowed for completion of job shall be **30 (Thirty-Days)** from the date of award of work.

XI. The Engineer-in-charges reserves the right to accept in full or in part or reject any bid and to annul the process and reject all bids at any time without assigning any reason or incurring any liability to the bidders. This notice may also be seen at website www.aiimsbhubaneswar.nic.in.

XII. Goods and Services Tax (GST).

- (a) GENERAL REMARKS ON TAXES & DUTIES: In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax Entry Tax, and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry, or any other form of indirect Tax except of GST mentioned in the bidding document shall be ignored.
- (b) Bidders are required to submit a copy of the GST Registration certificated while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- (c) "GST shall mean Goods and Services Tax charged on the supply of material(s) and services. The term 'GST' shall be construed to include the integrated Goods and Services Tax (hereinafter referred to as "IGST") or central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (Hereafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST").
- (d) **Quoted price/rate(s) should be inclusive of all taxes and GST** (i.e. IGST or CGST and SGST /UTGST applicable in case of interstate supply or intrastate supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the supplier of goods/services (service provider) only. Supplier of Goods/Service (Service provider) providing taxable service shall issue an invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filed under GST laws & rules should be timely filed by the supplier of Goods /services (Service provider) with requisite details.

XIII. Agency will be fully responsible for labour payments, accident, mishappening, damages, & other labour welfare & safety measures. AIIMS, Bhubaneswar will not be responsible in any case.

XIV. The NIQ should be submitted in **02 (two) parts i.e. Technical Bid & Financial Bid**. The Technical Bid and the financial Bid should be sealed by the bidder in 02 (Two) separate Covers superscripted with name of work in both the envelopes as **“Technical Bid” and “Financial Bid” respectively. Both sealed envelopes should be kept in a main/bigger envelope superscripted as “NIQ for “One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar.”** All the document(s) should be properly tagged with page reference.

XV. The bidder(s) should also furnish their office address along with contact number on all the three Envelope(s) for reference.

XVI. First the Technical Bid(s) shall be opened **on 14/08/2026 by 15:00hrs**. Financial bid of bidders will be opened, whose Technical bid is found to be eligible. After the evaluation of the bid(s), AIIMS Bhubaneswar will be award the contract to the lowest evaluated responsive bidder.

XVII.

- b. Security Deposit 2.5% of the gross amount of the bill shall be deducted as per GCC-2020 from the Bills of the Contractor.
- c. The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
- d. The quoted Rates shall be inclusive of GST.
- e. Labour CESS @ 01% will be deducted from the Bill.
- f. Water charges @ 1% of the gross bill amount will be deducted if water supply is taken from AIIMS departmentally.
- g. Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).
- h. All the work shall be completed within 30 days from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, than a penalty at the Rate of 1 % per month of delay to be computed on per day basis of the total order value shall be levied subject to maximum of 10% of the total order value

Executive Engineer (Electrical)
AIIMS, Bhubaneswar

TERMS AND CONDITIONS OF NIQ

1. List of eligible documents shall be submitted within the period of bid Submission:

- (i) References, information and work completion certificates with work order of “**similar nature of work**” from the respective clients should be signed by an officer not below the rank of Executive Engineer or Equivalent in government organization and are required to be uploaded.
- (ii) Certificate of registration for GST & acknowledgement of Up-to-date GST filed returned.
- (iii) Copy of PAN.
- (iv) **(Annexure -B)** on non- judicial notarized stamp paper of Rs.10/- that the applicant is not debarred or blacklisted by any autonomous body/Central and/or State Govt. in India.
- (v) The quotations must be submitted in **two bid systems (Technical & Financial)** in a sealed envelope.
- (vi) The agency must submit form **Annexure -A**.
- (vii) NIQ document signed at each page.

2. The agency must sign all pages of NIQ with full signature with seal.

3. The Bid submitted shall become invalid if:

- i) The bidder is found ineligible.
- ii) The bidder does not submit all the documents.

4. Vendor shall submit following documents along with bill after execution of work:

- i. Work Completion Certificate with work order details.
- ii. Warranty/Guarantee Certificate
- iii. No-Objection Certificate (NOC) regarding work
- iv. GST return up to date Voucher.
- v. GST Declaration
- vi. Bank Account Details
- vii. 2 copy bills with abstract sheet and measurement sheet.

5. The agency shall put stamp and signature in all the documents.

**Executive Engineer (Electrical)
AIIMS, Bhubaneswar**

SCOPE OF WORK

Project Title:

“One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar.”

Objective:

The scope of this work involves one-time repairing, restoration, and recommissioning of the existing Two-way communication systems installed at hospital building of AIIMS Bhubaneswar.

The work aims to bring the Two way communication systems back to full operational condition by repairing, replacing, reinstalling, and configuring the required equipment and accessories, ensuring reliable communication.

The contractor shall carry out the work in accordance with relevant standards and good engineering practices, including supply, installation, testing, and commissioning (SITC) of the required components, along with verification of system performance after completion.

Scope Includes:

2. Completion Requirements

- All works shall be carried out with due care without causing damage to existing installations, building structures, or finishes.
- The contractor shall ensure all supplied items are brand new, of approved make, and conform to relevant IS/IEC standards.
- Testing and commissioning shall be done in the presence of the Engineer-in-Charge or his authorized representative.
- After completion, the contractor shall hand over the system in fully working condition, with all configuration files, user credentials, and operation manuals as applicable.

3. DLP/WARRANTY PERIOD

The warranty period/DLP period for the active components for New Two way system is 1 Years.

Security deposit will be released after 1 year form the completion date.

Financial Bid (schedule of quantities)

NIO NO.: AIIMS/BBSR/ENGG. / NIO. /11/2026

Name of the work: "One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar."

SL. NO.	Item Technical Specification	Qty	Unit	Rate	Amount	Remarks
1	Repairing, servicing, testing and commissioning of existing Counter Communication System installed at hospital counter including fault diagnosis, checking of operator unit and customer unit, repair of defective microphone, speaker, volume control, amplifier section, adaptor, switches, connectors, interconnection cable and other minor electronic components required for proper functioning of the system. The work shall include dismantling, servicing, reinstallation, internal cleaning, soldering, necessary rewiring/termination, testing and commissioning complete in all respects to restore clear two-way communication between operator and customer side as per site requirement and direction of Engineer-in-Charge. The rate shall include: • Fault finding and servicing • Replacement of minor defective electronic components • Checking of power supply/adaptor • Repair of microphone/speaker section • Connector and cable termination • Testing and commissioning • All labour, tools, consumables and transportation complete	9	Each	₹ 2,850.0	₹ 25,650.0	LMR
2	Supply, Installation, Testing and Commissioning (SITC) of Counter Communication System suitable for hospital counter communication through glass/acrylic partition, consisting of operator unit with high sensitivity gooseneck microphone, customer unit with external speaker and microphone, duplex hands-free communication facility, independent volume control for operator and customer side, built-in amplifier, clear voice reproduction with noise reduction, power adaptor, interconnection cable, mounting accessories and all required hardware complete in all respects. The system shall be suitable for continuous duty operation in hospital environments and capable of clear two-way communication between staff and visitors/patients. The work shall include supply, fixing, interconnection, testing, commissioning, demonstration and handing over complete system as per technical specifications and direction of Engineer-in-Charge.	7	Each	₹ 14,800.0	₹ 1,03,600.0	LMR
Total including GST					₹ 1,29,250	

Rupees One Lakh Twenty-Nine Thousand Two Hundred Fifty Only

PERFORMA FOR QUOTING RATES

Name of Work:- “One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar”	
NIQ No: <u>AIIMS/BBSR/ENGG. / NIQ. /11 /2026</u>	
Estimate Cost put to tender :- ₹ 1,29,250 (Including GST)	
Name of Contactor –	
Total	
Total Amount (including of GST) in Rs.	₹
Percentage above/below the total estimated cost	
% in words (including of GST)	
Total Amount (Rs.) (including of GST)	

(Rupees.....only)

Note: -

1. *‘L-1’ shall be decided on basis of total amount.*
2. *MR = To be read as Market Rate.*
3. *I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.*
4. *No other charges would be payable by the Institute.*
5. *Quantity mentioned above is tentative, it may increase or decrease as per site requirement.*
6. *Agency has to bring samples as per above preferred brands only and Engineer-In-Charge shall approve one sample out of the samples brought by the Agency. The Agency has to use material of that approved sample only. No claim in this regard shall be entertained.*
7. *In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for another make.*
8. *The quoted should be inclusive of GST as applicable.*

I, the contractor certify that I am filling this template after understanding all the items of schedule of Quantity of the above NIQ

Bidder Name :

Business Address:

Signature of the Bidder: -

Date :

Place :

Seal of the Bidder

AFFIDAVIT

(To be Submitted on Non-Judicial Stamp Paper of Rs 10/- or above)

I/We hereby certify that, the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that, Firm will supply the item(s) as per the specification given by Institution and also abide all the Terms & Conditions stipulated in NIQ.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per NIQ Rules.

“I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.

Business Address: -

Name:

(Signature of Bidder with Firm's Seal)

Place: _____

Dated: _____

AFFIDAVIT*(To be Submitted on Non-Judicial Stamp Paper of Rs 10/- or above)*

*I/we.....** *Director/Proprietor/Partner of

(Mention name of firm/company and its complete address) do hereby solemnly affirm and declare asunder: -

1. That *I/we *am/are registered as (mention name of *firm/ company) vide Registration No.....under the provisions of . (mention the name of the Act) since (date of registration).
2. That*I/ we have applied in response to the Invitation for Request for **“One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar”** that information, data details certificates submitted by me/us in our proposal are authentic and correct to best of my/our knowledge.
3. That (mention name of firm/company) is eligible to submit the aforesaid proposal as the applicant is not barred or blacklisted by the Central Government and/or any State Government / or any autonomous body/ or any other private body of India on the date of submitting this affidavit.
4. That (mention name of firm/company) or any of its constituents during the last seven years has neither failed to perform on any agreement nor was expelled from any project or agreement nor any agreement terminated for any breach by the applicants or any of its constituents.
5. That an annexure attached to this affidavit gives list of all contracts of (mention name of firm/company) or any of its constituents that are in arbitration with the Central Government and/or any State Government / or any autonomous body/ or any other private body of India.

DEPONENT**VERIFICATION**

*I/wethe above-named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of *my/our knowledge and belief and nothing is concealed there from.

Verified at..... (place) this..... Day of

(*Strike off whichever is not applicable)

DEPONENT**Witness:****Note: Deponent will be the authorized signatory of the Applicant**

STRUCTURE & ORGANISATION

1. (a) Name

(b) Address of the bidder

2. (a) Telephone no.

(b) Telex no.

(c) Fax no.

(d) E-mail

3. Legal status of the bidder (attach copies of original document defining the legal status)

(a) An Individual

(b) A proprietary firm

(c) A firm in partnership

(d) A limited company or Corporation

4. Names and titles of Directors & Officers with designation to be concerned with this work.

I.

II.

III.

Format for Agreement
(To be made on Rs 100/- Judicial Stamp Paper)

This Agreement is made at.....on this.....day of.....20.....

BETWEEN

Director, AIIMS, Bhubaneswar represented through Superintending Engineer, AIIMS, BHUBANESWAR,, (Hereinafter referred as the) (Address) **“Principal/Owner”**, which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

AND

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory)

“Bidder/Agency” and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the NIQ (**AIIMS/BBSR/ENGG. / NIQ. /11/2026**) (here in after refer red to as **“NIQ/Bid”**) and intends to award, under laid down organizational procedure, contract for: **“One-time Repairing and Replacement of Two-way Counter Communication Systems at Hospital Building, AIIMS Bhubaneswar.”**. Herein after referred to as the **“Contract”**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the Land, Rules & Regulations, Economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Agency(s).

AND WHEREAS to meet the purpose afore said both the parties have agreed to enter to this Agreement (hereinafter referred to as **“Pact”**), the terms and conditions of which shall also be read as integral part and parcel of the NIQ/Bid documents and Contract between the parties.

NOW, THEREFORE, inconsideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under: -

Article - 1: Commitment of the Principal/Owner.

1. The Principal/Owner commit itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the NIQ, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the NIQ process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the NIQ process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the NIQ processor the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the NIQ process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (P C Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article - 2: Commitment of the Bidder(s)/Agency(s)

1. It is required that each Bidder/Agency (including their respective officers, employees and agents) adhere to the highest ethical standard and makes, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the NIQ process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Agency(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the NIQ process and during the Contract execution: -
 - (a) The Bidder(s)/Agency(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the NIQ process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what so ever during the NIQ process or during the execution of the Contract.
 - (b) The Bidder(s)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Agency(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Agency(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a NIQ but not both. Further, in cases where an agent participating a NIQ on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel NIQ for the same item.
 - (e) The Bidder(s)/Agency(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Agency(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
5. The Bidder(s)/Agency(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall

upon a person, his/her reputation or property to influence their participation in the NIQ process).

Article - 3: Consequences of Breach.

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Agency(s) and the Bidder/Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right: -

1. If the Bidder(s)/Agency(s), either before award or during execution of Contract has committed a transgression through a violation of Article-2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the agency shall have powers to disqualify the Bidder(s)/Agency(s) from the NIQ process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may before vigor for a limited period as decided by the Principal/Owner.**
2. **Forfeiture of Performance Guarantee/Security Deposit :** If the Principal/Owner has disqualified the Bidder(s) from the NIQ process prior to the award of the Contract or terminated/determined the Agency has accrued the right to terminate/determine the Contract according to Article-3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Agency.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article - 4: Previous Transgression.

1. The Bidder declares that no previous transgressions occurred in the last 05 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the NIQ process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the NIQ processor action can be taken for banning of business dealings/holiday listing of the Bidder/Agency as deemed fit by the Principal/Owner.
3. If the Bidder/Agency can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

Article - 5: Equal Treatment of all Bidders/Agency/Sub-agency.

1. The Bidder(s)/Agency(s) undertake(s) to demand from all sub-agency a commitment in conformity with this Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-agency/sub-vendors.
2. The Principal/Owner will enter in to Pacts on identical terms as this one with all Bidders and Agency.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the NIQ, or violate its provisions at any stage of the NIQ process, from the NIQ process.

Article - 6: Duration of the Pact.

1. This Pact begins when both the parties have legally signed the edit. It expires for the Agency/Vendor

6 months after the completion of work under the agency till the continuation of defect liability period, whichever is more, and for all other bidders, till the Contract has been awarded.

2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS, Bhubaneswar.

Article - 7: Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Bhubaneswar** of the Principal/Owner, who has floated the NIQ.
2. Changes and supplements need to be made in writing. Side agreements have not been unmade.
3. If the Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. should one or several provisions of this Pact turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action was taken by the Owner/Principal in accordance with this **Agreement/Pact or the interpretation thereof shall not be subject to arbitration.**

Article - 8: LEGAL AND PRIOR RIGHTS.

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the NIQ/Contract documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of the following witnesses:

.....
(For and on behalf of Principal/Owner) (For and on behalf of Bidder/Agency)

WITNESSES:

1.
(Signature, Name, and address) 2.
(Signature, Name, and address)

Place :

Dated :