



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

N. I. Q. / TENDER PAPER

NIQ No: AIIMS/BBSR/EE(AC&R)/NICU-INSULATION /NIQ-06/2023

Name of work : Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.

Estimated Cost : Rs. 1,49,600/-

Time Allowed : 40 days

Certified that this NIQ document contains Page No. 1 to 17.

Executive Engineer (AC&R)
AIIMS, Bhubaneswar

Name of work : “Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR”

I N D E X

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NIQ No: AIIMS/BBSR/EE(AC&R)/NICU-INSULATION /NIQ-06/2023

Date: 05/10/2023

NOTICE INVITING QUOTATION (NIQ)

Name of the work: - Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.

Sealed quotations are invited from the interested Electrical/AC&R vendor/contractor having valid companyregistration documents, who had never been black listed /debarred by any of the Govt. Department/Govt. Organization /Central PSUs /state PSUs and who will submit an undertaking at “Annexure-A” Attached at page no 09.

01	Name of work	Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR
02	NIQ No	NIQ No: AIIMS/BBSR/EE(AC&R)/NICU-INSULATION /NIQ-06/2023
03	Estimated Value of work	Rs. 1,49,600/- (Rupees One Lakh Forty-Nine Thousand Six Hundred Only.)
05	Security Deposit	2.5% of the Tendered (NIQ) Value.
06	Tender (NIQ) documents will be Issued From	Download from Institute Website: - (i.e. www.aiimsubhubaneswar.nic.in , www.eprocedure.gov.in).
07	NIQ Issue Date	05/10/2023
08	Last Date for submission of tender document (Both Parts)	19/10/2023 up to 05.00 p.m.
09	Date and time of opening of tender (Both Parts)	20/10/2023 at 05.00 p.m.
10	Time allowed (Month)	40 Days

Document to be submitted with NIQ as eligible criteria:

1. The copy of self-attested PAN CARD, GST Registration Document.
2. The contractor must sign in all pages of NIQ with seal.
3. The undertaking form must be filled up and signed with seal.
4. The quotation papers can be downloaded from the website www.aiimsubhubaneswar.nic.in.
5. The quotations must be submitted in two bid system (Technical & Financial).

INFORMATION AND INSTRUCTIONS TO BIDDERS FOR NIQ

- I. The quotation duly filled up with schedule of quantities along with all necessary documents, in a sealed envelope superscripting the name of work shall be submitted in the office of the Executive Engineer (AC&R), Room No.122, 1st Floor, Academic Building, AIIMS, Bhubaneswar, At-Sijua, Patrapada, Pin-751019 **on or before 5:00 PM of 19/10/2023** and the same will be opened at **5:00 PM on 20/10/2023** at office of the Executive Engineer(AC&R), AIIMS Bhubaneswar in presence of the committee members and representatives of the questioners/vendors who may wish to be present at the time of opening.
- 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 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. In case of work experience issued by reputed Private Organization, the bidder has to submit the TDS certificate in addition to the work experience certificate, failing which it shall not be considered.
- III. **Similar work shall mean:** SITC of HVAC Machineries & Refrigeration Accessories/VRF/Dx System or Centralized Air conditioning including Air Ventilation System in a reputed organization.

Executive Engineer (AC&R)
AIIMS, Bhubaneswar

BRIEF DETAILS & SCOPE OF WORK:

OBJECTIVE

All India Institute of Medical Sciences, Bhubaneswar is one of the apex healthcare Institutes established by the Ministry of Health & Family Welfare, Government of India. The objective of this work to provide underdeck insulation work under the ceiling in the Neurology ICU and Blood bank to avoid the ceiling sweating issue during rainy season.

Scope of Work:

- 1) **Pre-Site Visit:** Bidders are strongly advised to inspect and assess the site conditions and its surroundings at their own cost and satisfy themselves before submitting their bids. The prospective bidders are advised to depute their technical experts with authorization letter to visit, assess and examine the conditions, requirements, nature & quantum of work and locations of installations which may be necessary for the purpose of bidding and submit a realistic offer for the successful execution of the work.
- 2) Works Should be executed as per CPWD specifications.
- 3) **Packing:** The supplier shall provide such packing of the goods, as is required to prevent their damages or deterioration during the transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- 4) The department shall not supply any materials for the work. All T&P for the work shall be arranged by the contractor.
- 5) The contractor has to get approved all the material from the Engineer-in-Charge before its actual use at site of work.
- 6) Payment shall be made as per rule and as per actual measurement at the site after completion of work.
- 7) Payment will be made after statutory deduction as per prevailing rules.
- 8) The time allowed for completion of job shall be **40(Forty) days** from the date of award of work.
- 9) 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.

10) Goods and Services Tax (GST).

- I. 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.
- II. 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.

- III. “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”).
- IV. 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.
- 11) The watch and ward of material and installation shall rest on the part of contractor during execution of work and till handing over of the same after completion of work in accordance with schedule of work.
- 12) The contractor will take care of the building etc. while handling / installing the underdeck insulation to avoid damages to the building. If any damages occur during execution of work, it shall be made good by contractor without any extra cost.
- 13) All dismantled material will be removed from site by contractor after verification of measurement of the same by concern JE.
- 14) The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-in-Charge for its conformity and all testing charges shall be borne by the contractor.
- 15) Agency will be fully responsible for labour payments, accident, miss happening, damages, & other labour welfare & safety measures. AIIMS, Bhubaneswar will not be responsible in any case.
- 16) The hard copy of 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 Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR.”* All the document(s) should be properly tagged with page reference.
- 17) The bidder(s) should also furnish their office address along with contact number on all the Envelope(s) for reference.
- 18)
- **Security Deposit 2.5%** of the gross amount of the bill shall be deducted as per GCC-2020 from the Bills of the Contractor.
 - The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.

- The quoted Rates shall be inclusive of GST.
- Labour CESS @ 01% will be deducted from the Bill.
- Water charges @ 1% of the gross bill amount will be deducted if water supply is taken from AIIMS departmentally.
- 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).
- All the work shall be completed within **40 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, then a penalty at the Rate of **1.00% 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**.

19) **Performance Guarantee.** The successful contractor will be required to furnish a **Performance guarantee of 03% (Three Percent) of Contract Value** after receiving notification of award *in the form of Fixed Deposit Receipt or Demand Draft or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar"* which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. In case the contractor fails to deposit the said Performance Guarantee within the period including the extension period if any, he/she will be debarred for a period as decided by the Engineer In charge.

Executive Engineer (AC&R)
AIIMS, Bhubaneswar

TERMS & CONDITIONS FOR BIDDER

- 1) 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
- 2) The work shall be carried out as per CPWD specification/guidelines.
- 3) The bidder shall quote his charges for the work including cost of all prints and shall be inclusive of all taxes as applicable.
- 4) The department shall not supply any materials for the work. All T&P for the work will be arranged by the contractor.
- 5) Payment shall be made as per Schedule.
- 6) Payment will be made after statutory deduction as per prevailing rules.
- 7) The time allowed for completion of job shall be **40 (Forty Days)** from the date of award of work.
- 8) 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.

Executive Engineer (AC&R)
AIIMS, Bhubaneswar

Other terms and conditions:

I. List of documents to be scanned and uploaded within the period of bid Submission:

1. References, information and work completion certificates of **similar nature** from the respective clients should be signed by an officer not below the rank of Executive Engineer or Equivalent and are required to be uploaded.
2. Certificate of registration for GST & acknowledgement of Up-to-date GST filed returned.
3. Copy of PAN.
4. Affidavit (Annexure -B) on non- judicial stamp paper of **Rs.100.00** that the applicant is not debarred or blacklisted by any autonomous body/Central and/or State Govt. in India.
5. The quotations must be submitted in two bid systems (Technical & Financial) in a sealed envelope.
6. The agency must submit form Annexure -A.
7. NIQ document signed at each page.
8. Copies of ESI Registration.
9. Copies of EPF Registration.

II. The Bid submitted shall become invalid if:

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

III. Technical Specifications

- The scope of this section covers the supply and fixing of insulation under the ceilings. The material to be used for insulation purpose must be Electrometric Nitrile Rubber Insulation as specified.
- Underdeck insulation must be of 50mm thickness of mat finish closed cell Nitrile rubber (Class "O").
- Before applying the adhesive ceiling must be in the dry condition.
- The joints must be sealed with 50 mm wide and 3 mm thick self-adhesive nitrile rubber tape after applying suitable adhesive for Nitrile rubber. All joints must be cross tied with Aluminum washer and GI wire.
- Underdeck insulation must be of Armacell, K-flex, Supreme or equivalent brand.

IV. General Conditions

1. Intending Bidder(s) is/are advised to clean and dry the ceiling before the underdeck insulation work
2. 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.

3. The Director, AIIMS, Bhubaneswar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
4. The bid for the works shall remain open for acceptance for a period of **90 days** from the date of opening of bids.

V. Mode of payment: -

- (a). The 100% payment will be released after due verification of final bill by Engineering-in Charge or his representative after completion of work. The deduction of 2.5% towards security deposit 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.
- (b). 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.

VI. Vendor/Contractor shall submit following documents after execution of given work:

- (a) Work Completion Certificate
- (b) Testing & Commissioning Certificate
- (c) Material Test Certificate
- (d) Warranty/Guarantee Certificate
- (e) Color Photos for Executed work on glossary paper
- (f) Non-Objection Certificate (NOC) against this work execution
- (g) GST return up to date Voucher.
- (h) Bank Account Details

- VII.** The contractor should put stamp and signature in all the documents finalized after discussion and approval from Department.
- VIII.** The agency must sign all pages of NIQ with full signature with seal.

Executive Engineer,
(AC&R)AIIMS, Bhubaneswar

FINANCIAL BID

Name of work: “Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR”

Name of Vendor/Contractor:

Sl. No.	Description of Item	Unit	Quantity	Rate	Amount. (Including GST)
1	Supplying and fixing of 50mm thickness of mat finish closed cell Nitrile rubber (Class "O") underdeck insulation under room ceiling. After applying suitable adhesive for Nitrile rubber. The joints shall be sealed with 50 mm wide and 3 mm thick self-adhesive nitrile rubber tape with royal plugs and held at all joints with Aluminum washer and tied with GI wire as per specifications and as required.	Sqm.	272		
Total Rs. (Including GST)					

Executive Engineer (AC&R)
AIIMS, Bhubaneswar

Executive Engineer (AC&R)

Signature of the bidder with seal

Annexure -A**AFFIDAVIT**

(To be submitted on Letter Head of the Company/Firm)

I/We hereby certify that, our 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 Tender.

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 e-Tender 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: -

Place: _____

Name:

(Signature of Bidder with Firm's Seal)

Dated: _____

(Annexure -B)

AFFIDAVIT

(TO BE SWORN ON A NON-JUDICIAL STAMP PAPER OF Rs.100.00)

*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 Proposal for Consultancy Services for **“Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR”**. 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 2023.

(*Strike off whichever is not applicable)

DEPONENT

Witness:

Note: Deponent will be the authorized signatory of the Applicant

Format for Agreement

This Agreement is made at.....on this.....day of.....2021.

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/Contractor" 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 Tender (**NIQ No: AIIMS/BBSR/EE(AC&R)/NICU-INSULATION /NIQ-06/2023**) (here in after refer red to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for: **"Supplying and fixing underdeck insulation work under the ceiling in Neurology ICU & Blood Bank of AIIMS, BBSR"**.

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 Contractor(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 Tender/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 Tender, 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 Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender 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 Tender processor the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender 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.

Executive Engineer (AC&R)

Signature of the bidder with seal

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

1. It is required that each Bidder/Contractor (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 tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution: -
 - (a) The Bidder(s)/Contractor(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 Tender 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 Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(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)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(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 tender but not both. Further, in cases where an agent participates in a tender 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 tender for the same item.
 - (e) The Bidder(s)/Contractor(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)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(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)/Contractor(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 tendering 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)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right: -

1. If the Bidder(s)/Contractor(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 contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor 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 Tender process prior to the award of the Contract or terminated/determined the Contractor 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/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor 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 Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender processor action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor 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/Contractors/Sub-contractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
2. The Principal/Owner will enter in to Pacts on identical terms as this one with all Bidders and Contractors.
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 Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article - 6: Duration of the Pact.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor 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: Duration of the Pact.

1. 100% payment will be released after due to certification of final bill by engineer -in -charge or his representative after completion of work. RA bill will be released on request basis.
2. Security Deposit 2.5% will be deducted from the bills of the contractor.
3. The income Tax as application shall be deducted from the bills unless exempted by the income tax department.
4. Labour Cess @ 01% will be deducted from the bill.
5. If water is used from the AIIMS, Bhubaneswar, then water charge will be deducted @1% of the bill amount.
6. Electrical charge 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).
7. All the work shall be completed within **40 days** from the date of issue of work Order by the institute from date _____ to date _____. 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, then a penalty at the rate 01% 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.
8. It will be mandatory for the bidders to indicate their bank account number and over relevant e-payment details so that payment could be made through RTGS/ Other mechanism.
9. GST and other taxes as applicable shall be recovered /paid from the contractor's bill as per Govt. of India /AIIMS Rules.

Article - 8: 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 Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In 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 taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Executive Engineer (AC&R)

Signature of the bidder with seal

Article - 9: 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 Tender/Contact 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 following witnesses:

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

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

2.

(Signature, Name and Address)

(Signature, Name and Address)

Place :

Dated :