

Notice Inviting Quotation For

Provision of Gas Cylinder Room in Academic Building, AIIMS, Bhubaneswar.

(File No.: **AIIMS/BBSR/Engg./CIV-2022/ACADEMIC/704**)



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

NIQ No.	:	<u>AIIMS/BBSR/ENGG. /NIQ-007/2023 - 24</u>
Estimated Cost	:	Rs. 2,20,331.00 (Rupees Two Lakh Twenty Thousand Three Hundred Thirty-One only)
Issue date	:	22 / 11/2023
Last date of submission	:	29 /11 /2023 (1230 hours)
Date & time of opening NIQ	:	29 /11 /2023 (1530 hours)
Completion Period	:	02(Two) Months

“Certified that this NIQ document contains **18 pages** only”.

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

Name of Work	:	Provision of Gas Cylinder Room in Academic Building, AIIMS, Bhubaneswar.		
NIQ No.	:	<u>AIIMS/BBSR/ENGG. /NIQ-007/2023 - 24</u>		
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ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR, ORISHA
Ministry of Health & Family Welfare, Government of India
Bhubaneswar (Odisha)-751019

File No: AIIMS/BBSR/Engg./CIV-2022/ACADEMIC/704

NOTICE INVITING QUOTATION (NIQ)

Name of the work: - “Provision of Gas Cylinder Room in Academic Building, AIIMS, Bhubaneswar.”

Sealed quotations are invited from the interested Vendors having valid civil contractor license, 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” attached at **page no .11**

01	Name of Work	Provision of Gas Cylinder Room in Academic Building, AIIMS, Bhubaneswar.
02	NIQ No.	<u>AIIMS/BBSR/ENGG. /NIQ-007/2023 - 24</u>
03	Estimated Cost	Rs. 2,20,331.00 (Rupees Two Lakh Twenty Thousand Three Hundred Thirty-One only)
04	Security Deposit	2.5% of the Bill Value.
05	Earnest Money Deposit (EMD)	2% of Estimated cost
06	Performance Security	5% of Contract Value.
07	NIQ documents will be Issued From	Download from Institute Website. (i.e. www.aiimsbhubaneswar.nic.in
08	NIQ Issue Date	On 22/11/2023
09	Last Date for submission of NIQ document (Technical and Financial)	By 29 /11 /2023 at 1230 Hours.
10	Date and time of opening of NIQ (Technical and Financial)	On 29 /11 /2023 at 1530 Hours.
11	Time allowed for the work	02(Two) Months

Executive Engineer (Civil)

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(Civil), near Electric Maintenance office, AIIMS, Bhubaneswar, At-Sijua, Patrapada, Pin-751019 up to 29 /11 /2023 at 1230 Hours** and the same will be opened at 3:30 PM on **29 /11 /2023** at the office of the Executive Engineer(civil), near Electric Maintenance office, AIIMS, Bhubaneswar, At-Sijua, Patrapada, Pin-751019 in presence of the committee members and representatives of the Agency who may wish to be present at the time of opening. 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:

“Any civil engineering work”

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

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

IX. The time allowed for completion of job shall be **02(Two) Months** from the date of award of work.

X. 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.

XI. 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.

XII. 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.

XIII. The NIQ should be submitted in **Single bid system**. The Technical & Financial Part should be submitted by the Bidder in the office of Executive Engineer (Civil) before the last of submission of the tender.

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

XV. The Bid shall be opened first by the Committee **on 29 /11 /2023 at 1530 Hours.** After the evaluation of the Bid(s) AIIMS, Bhubaneswar will award the contract to the Lowest Evaluated Responsive Tenderer. Conditional Bid(s) will be treated as unresponsive and will be rejected.

XVI.

- (a) Security Deposit 2.5% of the gross amount of the bill shall be deducted as per GCC-2020 from the Bills of the Contractor.
- (b) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
- (c) The quoted Rates shall be inclusive of GST.
- (d) Labour CESS @ 01% will be deducted from the Bill.
- (e) Water charges @ 1% of the gross bill amount will be deducted if water supply is taken from AIIMS departmentally.
- (f) 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).
- (g) All the work shall be completed within **02(Two) Months** 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.

XVII Performance Guarantee. The successful contractor will be required to furnish a **Performance guarantee of 05% (Five 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. **PG will be released after full and final settlement of Bill, without any interest.** In case the contractor fails to deposit the said Performance Guarantee within the period including the extension period if any, EMD will be forfeited automatically without any notice.

Executive Engineer (Civil)
AIIMS, Bhubaneswar

Terms and Conditions of NIQ

1. List of Eligibility Documents to be submitted in the office of the Executive Engineer (Civil) within the period of bid submission:-

- a) Original Copy of EMD in the form Demand Draft (DD) in favour of **AIIMS Bhubaneswar** payable at **Bhubaneswar**.
- (b) Certificates of Work Experience & Completion Certificate of Similar work from Client not below the Rank of Executive Engineer,
- (c) Certificate of Registration for GST .
- (d) Copies of Contractor's License (Civil License)/NSIC/MSME/any registration from state/central Govt./Govt. Organisation for civil work.
- (e) Copies of ESI Registration.
- (f) Copies of EPF Registration.
- (g) Details of Work Completed during last **07 (Seven) Years** (Appendix 'A') and Detailed Information of Bidder (Appendix 'B') duly completed and signed by the Bidder.
- (h) Declarations to be given by the Tenderers.
- (i) Notarized Percentage Rate Tender & Contract and Notorized Affidavit to be given by Tenderers.
- (j) Signed (in all pages) NIQ document.

Hard Copies of all NIQ documents (from a to j) with signature/seal of agency/contractor should reach EE (Civil), AIIMS, Bhubaneswar office before last date of hard copy submission failing which bid will be rejected. Any postal delay will not be attributed to AIIMS, BBSR.

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

2 The Bid submitted shall become invalid if:

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

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

- i. Work Completion Certificate
- ii. Warranty/Guarantee Certificate
- iii. Color Photos of Executed work at different stages on glossary paper
- iv. No-claim Certificate (NCC) regarding work
- v. GST return up to date Voucher.
- vi. Bank Account Details

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

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

Financial Bid (schedule of quantities)

NIQ NO.: **AIIMS/BBSR/ENGG./NIQ-007/2023 - 24**

Name of the work: - **“Provision of Gas Cylinder Room in Academic Building, AIIMS, Bhubaneswar.”**

Sl No.	Description Of Item	QTY.	Unit	Rate	Amount
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size)	2.00	cum	7,831.36	15,662.72
2	Brick work with non modular fly ash bricks conforming to IS:12894, class designation 10 average compressive strength in super structure above plinth level up to floor V level in : Cement mortar 1:6 (1 cement : 6 Coarse sand)	6.40	cum	8,162.21	52,238.14
3	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement :				
	1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size)	0.11	cum	10,829.76	1,191.27
4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
	Thermo-Mechanically Treated bars of grade Fe-500D or more	8.00	kg	95.32	762.56
5	12 mm cement plaster of mix :				
	1:6 (1 cement: 6 fine sand)	54.00	sqm	299.85	16,191.90
6	Finishing walls with Acrylic Smooth exterior paint of required shade : New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	54.00	sqm	177.41	9,580.14
7	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	77.00	sqm	203.52	15,671.04

8	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.				
	Hot finished welded type tubes	435.00	kg	164.70	71,644.50
9	Providing and fixing TATA Blue scope sheet of thickness 0.47 mm & effective cover width 1015mm (sheet colour to be decided by EIC) including all labour & materials cost and cutting to size and shape wherever required but excluding the cost of purlins, rafters and trusses.	30.00	sqm	1,246.29	37,388.70
				Total = Rs.	2,20,330.98
				Say = Rs.	2,20,331.00

PERFORMA FOR QUOTING RATES

Name of the work: - Provision of Gas Cylinder Room in Academic Building, AIIMS, Bhubaneswar.					
NIQ NO.: <u>AIIMS/BBSR/ENGG. /NIQ-007/2023 - 24</u>					
ESTIMATE COST PUT TO TENDER- Rs. 2,20,331.00 (Rupees Two Lakh Twenty Thousand Three Hundred Thirty-One only)					
NAME OF CONTRACTOR-					
Sr. No.	Name of component	Estimated cost (Rs.)	Percentage above/ below the Total Estimated Cost	% in figures	Total Cost (Rs.)
1.	Provision of Gas Cylinder Room in Academic Building, AIIMS, Bhubaneswar.	Rs. 2,20,331.00 (Rupees Two Lakh Twenty Thousand Three Hundred Thirty-One only)			
Contractor's Quoted Rate in words					

Note: - I, the contractor certify that I am filling this template after understanding all the items of Schedule of Quantity of e-NIQ Page No- **8-9**.

AFFIDAVIT

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

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 notarized 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 **“Provision of Gas Cylinder Room in Academic 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 2023.

(*Strike off whichever is not applicable)

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

Percentage Rate Tender & Contract for Works

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

e-Tender for the Work of “Provision of Gas Cylinder Room in Academic Building, AIIMS, Bhubaneswar.”

To be submitted online by :

(a) Time and date of online Opening of Bids. : **29 /11 /2023 at 1530 Hours.**

T E N D E R

I/We have read and examined the notice inviting tender, schedule along with Appendices 'A' to 'F' as per Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said Executive Director, AIIMS, Bhubaneswar or his successors, in office shall without prejudice to any other right or remedy, be at liberty to debar me for 01 (One) year. Further, if I/We fail to commence work as specified, I/We agree that Executive Director, AIIMS, Bhubaneswar or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to suspend me for one year. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form. Further, I/We agree that in case of non-submission of Performance Guarantee as aforesaid, I/We shall be debarred for participation for one year in the tendering process of the work and EMD will be forfeited.

I/We undertake and confirm that eligible similar work(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 AIIMS, Bhubaneswar, then I/We shall be debarred for tendering in AIIMS, Bhubaneswar in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Administrative Officer shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: * _____

Signature of Contractor
with full Postal Address

Witness: *

Address: *

Occupation: *

(* To be filled in by the Contractor.)

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

This Agreement is made at.....on this.....day of.....2023.

BETWEEN

Director, AIIMS, Bhubaneswar represented through Executive Engineer(civil), 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-007/2023 - 24**) (here in after refer red to as **“NIQ/Bid”**) and intends to award, under laid down organizational procedure, contract for:

“Provision of Gas Cylinder Room in Academic 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: Terms & Condition of payment

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 **02(Two) Months** 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.
10. **DLP is 06 (Six)** months from the date of completion of work as certified by EIC and any defect arising within DLP period is to be done by the contractor without any extra cost.

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 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 - 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 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 :