



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR.

NOTICE INVITING TENDER

The **Administrative officer, AIIMS Jodhpur** on behalf of the Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR invites **Item rate Tender** from approved and eligible contractors of CPWD/PWD in two bid system for the following work:

NIT No.: Admn/General/106/2013-AIIMS.JDH.

NIT Date.: 26.08.2013

Name of work: - Providing and fixing MS grills and collapsible steel shutters in various hostels at Residential Complex, AIIMS, Jodhpur.

Estimated Cost: - Rs.41,30,000/-

Earnest Money: - Rs.83,000/-,

Period of completion: - 03 Months from the date of award of tender.

Time and Date of Pre Bid Meeting: - 04:00 PM on 06.09.2013 at Conference Hall, Medical College, AIIMS, Jodhpur.

Last time and date of submission of Bid; - 3.00 PM on 17.09.2013.

For further details refer website www.aiimsjodhpur.edu.in

**Project Cell office,
Residential Complex AIIMS,
Basni phase II, Jodhpur, Pin-342005**

**Administrative officer
AIIMS, Jodhpur**

The bid document will include following three components:

Part A- CPWD-6, CPWD-7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2010 as amended/modified.

Part B& Part C- General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Administrative officer
AIIMS, Jodhpur

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING
FORMING PART OF NIT TO BE POSTED ON WEBSITE
(Applicable for inviting open tenders)**

The Administrative officer, AIIMS Jodhpur, on behalf of Director AIIMS Jodhpur invites open item rate tender from approved and eligible contractors of CPWD/PWD for the following work

Tender Fee: Rs. 1,000/-.

S.NO	NIT No.	Name of work & location	Estimated cost put to tender	Earnest Money	Period of Completion	Last date & Time of Submission of tender	Period during which EMD, cost of tender document and other document shall be submitted	Time & date of opening of tender
1		Providing and fixing MS grills and collapsible steel shutters in various hostels at Residential Complex, AIIMS, Jodhpur.	Rs.41,30,000/-	Rs.83,000/-				

The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from **website** www.aiimsjodhpur.edu.in.

But the bid can only be submitted **after filling the details of** Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards cost of bid document and EMD in favour of AIIMS Jodhpur.

On opening date, the tender will be opened in presence of contractor/Representative of contractor, if present, otherwise tender will be opened by the authorized tender committee as per scheduled time.

Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures and word.

List of documents to be submitted within the period of bid submission.

1. Demand Draft/Pay order or Banker`s Cheque/FDR of any Scheduled Bank against EMD.
2. Demand Draft/Pay order or Banker`s Cheque of any Scheduled Bank towards cost of Bid Document.
4. Certified copy of Enlistment Order of the Contractor.

CENTRAL PUBLIC WORKS DEPARTMENT

Item Rate Tender & Contract for works

(A) Tender for the work of:-

Providing and fixing MS grills and collapsible steel shutters in various hostels at Residential Complex, AIIMS, Jodhpur.

(i) To be submitted by---15.00—(time) hours on 17.09.2013 (date) to Administrative officer, Project Cell Office, Residential Complex, AIIMS Jodhpur.

(ii) To be opened in presence of tenderers who may be present at 16.00 hours on 17.09.2013 In the office of Administrative officer, Project Cell Office, Residential Complex, AIIMS Jodhpur.

T E N D E R

I/We have read and examined the notice inviting tender, schedule, A, B, C & D 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.

I/We hereby tender for the execution of the work specified for the Director, AIIMS Jodhpur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/ We agree to keep the tender open for **days from the due date of its opening** and not to make any modifications in its terms & conditions.

A sum of **Rs ***.-** is hereby forwarded in Receipt Treasury Challan / Deposit at call Receipt of a Scheduled Bank / fixed Deposit receipt of scheduled Bank/ Demand draft of a scheduled Bank, / Bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director, AIIMS, Jodhpur or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, If I/ We fail to commence work as specified, I/We agree that Director, AIIMS, Jodhpur or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender

documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or both Earnest Money and performance guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

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 Department, then I/we shall be debarred for tendering in AIIMS 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.

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 therefrom to any person other than a person to whom I/We, am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated

Signature of the Contractor

Postal address.....

Telephone No.....

...

Witness.....

FAX.....

Address.....

E- MAIL.....

Occupation.....

***To be filled by Contractor

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director, AIIMS Jodhpur for a sum of Rs. _____ / - (Rupees _____)

The letters referred to below shall form part of this contract Agreement:-

- (a) _____
- (b) _____
- (c) _____

For & on behalf of the Director, AIIMS Jodhpur

Signature.....

Designation.....

Dated

SCHEDULES

SCHEDULE 'A'

Schedule of quantities, enclosed on separate sheets from page no. 22.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

S.No	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor.	Place of issue
1	2	3	4	5
NIL				

SCHEDULE 'C'

Tools and plants to be hired to the contractor:

Sl. No	Description	Hire charges per day	Place of issue
1	2	3	4
NIL			

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any: - **NIL**

SCHEDULE 'E'

Reference to General Conditions of contract: **-General Conditions of Contract for CPWD works – 2010 (amended with amendments issued up to last date of submission of tender).**

Name of work	Providing and fixing MS grills and collapsible steel shutters in various hostels at Residential Complex, AIIMS, Jodhpur
Estimated cost of work:-	41,30,000/-
Earnest money:-	83,000/-
Performance Guarantee:-	5% of tendered Value
Security deposit.	5% of tendered Value.

SCHEDULE 'F'

General Rules & Directions: -		
Officer inviting tender:		Administrative officer, Project Cell office, Residential Complex, AIIMS, Basni phase II, Jodhpur
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3		See below
Definitions :		
2 (v)	Engineer-in-charge	Executive Engineer, AIIMS Jodhpur
2(viii)	Accepting Authority	Director, AIIMS, Jodhpur
2 (x)	Percentage on cost of material and labour to cover all overheads and profits	15 %
2 (xi)	Standard Schedule of Rates	DSR 2012/BSR 2012
2 (xii)	Department	AIIMS
9(ii)	Standard CPWD contract form	CPWD form 8(Item rate) as modified and correct upto date.
Clause 1:		
(i)Time allowed for submission of performance guarantee from the date of issue of letter of acceptance, in days		10 days
(ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee beyondthe period{provided in(i)}above		1 to 15 days
Clause 2:		
Authority for fixing compensation under clause 2.		Superintending Engineer, AIIMS Jodhpur.
Clause 2A:		
Whether Clause 2A shall be applicable		NO
Clause 5:		
Number of days from the date of issue of letter of acceptance for reckoning date of start		10 days

Note:- Levy of compensation under clause-2 will be granted by the **Superintending Engineer, AIIMS Jodhpur.**

Mile stone(s) as per table given below:-			
Sl. no.	Description of mile stone (s) (Physical)	Time allowed in days (From date of start)	Amount to be withheld in case of Non-achievement of Mile stone(s)
	As per Additional specification		
Note:-Successful tenderers may request to the competent authority for rescheduling of above mile Stones, during negotiation before award of work.			
Time allowed for execution of work		3 Month	

Authority to decide	
(i) Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	Director,AIIMS Jodhpur
(ii) Rescheduling of mile stones (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be).	Director, AIIMS, Jodhpur
(iii) Shifting of date of start in case of delay in handing over of site(Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	Superintending Engineer, AIIMS, Jodhpur
Clause 6,6 A	
Clause applicable – (6,or 6A)	6 A
Clause 7:	
Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Rs.07 Lakh

Clause 10A

List of testing equipments to be provided
By the contractor at site lab

NA

Clause 10- B(ii)
Whether clause 10-B(ii) shall be applicable

No

Clause 10C- Component of labour expressed as percent of value of work
 Clause 10 CA Note applicable

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.		NA
Clause 11: Specifications to be followed for execution of Civil work		CPWD specifications 2012
Clause 12:		
Type Of work		Original Work
12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	30% (Thirty percent).
12.5	Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work including drainage, items below ground level and upto sub base for roads	100% (Hundred percent).
Clause 16:		
Competent Authority for deciding reduced rates		Superintending Engineer,AIIMS ,Jodhpur

Clause 18
List of mandatory machinery, tools & plant to be deployed by the Contractor at site

NIL

Clause19

Add after Para 2 of Clause19 at Page 38 of GCC2010.

For this purpose, as laid down in Rule 4(3) of the Building and other Construction Workers Welfare Cess Rule 1998, the contractor shall have to pay Cess @1% of the gross value of work done by him, which shall be recovered from each running bill including final bill of the work by the Engineer-in-Charge. The amount so deducted shall be transferred to the **AIIMS, Jodhpur** Building and other Construction Workers Welfare Board or any other designated office.

Clause25 Dispute redressal Committee (DRC) shall contain the following officers
(A) For total Claims more than Rs.25.0 Lac

S.N	Constitution	Cases pertaining to AIIMS Jodhpur	Remarks
1	Chairman	Director, AIIMS, Jodhpur	
2	Member	Superintending Engineer, AIIMS, Jodhpur	
3	Member	Executive Engineer ,AIIMS ,Jodhpur	
4	Member	Administrative Officer, AIIMS, Jodhpur	

The concerned SE, in-charge of the work will put up the case

(B)For total Claims up to Rs. 25.0Lac

S.N	Constitution	Cases pertaining to AIIMS Jodhpur	Remarks
1	Chairman	Director, AIIMS, Jodhpur	
2	Member	Superintending Engineer, AIIMS, Jodhpur	
3	Member	Executive Engineer ,AIIMS ,Jodhpur	
4	Member	Administrative Officer, AIIMS, Jodhpur	

The concerned EE, in-charge of the work will put up the case

Clause36(i):

Requirement of Technical Representative(s) & recovery Rate

Sl. No	Minimum Qualification of Technical Representative	Discipline	Designation	Minimum experience	Nos.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause36(i)	
						Figures	Words
1	Graduate Engineer	Civil	Principal Technical representative	5year	1(one) No.	Rs.15,000/- Per month	Rs.Fifteen thousand only per month
2	Graduate Engineer or Diploma Engineer		Technical representative	Nil (for Graduate) or 5year (for	2(two)No	Rs.10,000/- Per month	Rs.ten thousand only per month

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the Government") having offered to accept the terms and conditions of the proposed agreement between.....
...and..... (Herein after called "the said contractor(s)") for the work
..... (Hereinafter called "the said agreement") having
agreed, to production of an irrevocable Bank Guarantee for Rs.....
(Rupees.....only) as a security/ guarantee from the contractor(s) for compliance of
his obligations in accordance with the terms and conditions in the said agreement.
We..... (Hereinafter referred to as "as (indicate the name of Bank)
Bank") hereby under take to pay to the Government an amount not exceeding Rs.....
(Rupees.....only) on demand by the Government.
2. Wedo hereby indicate the name of Bank)
undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand
from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from
the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and
payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an
amount not exceeding
Rs.....(Rupees.....only)
3. We, the said bank further under take to pay the Government any money so demand notwithstanding any dispute
or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating there
to, our liability under this present being absolute and unequivocal. The payment so made by us under this bond
shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us
for making such payment.
4. We.....further agree that indicate the name of the Bank) the
guarantee here in contained shall remain in full force and effect during the period that would be taken for the
performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government
under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-
Charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully
and properly carried out by the said contractor(s) accordingly discharges this guarantee.
5. We.....further agree with (indicate the name of Bank)
the Government that the Government shall have the fullest liberty without our consent and without affecting in any
manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time
of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the
powers exercisable by the Government against the said contractor(s) and to forebear or force any of the terms
and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such
variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of
the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing
whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. Welastly undertake (indicate the name of bank) not to
revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be validunless extended on demand
by Government. Not with standing anything mentioned above, our liability against this Guaranties restricted
to Rs... (Rupees.....only) and Unless a claim in writing is lodged
with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities
under this guarantee, shall stand discharged.
Dated, the.....Day of.....

For.....
(Indicate the name of the Bank)

**Form of Earnest Money Deposit
Bank Guarantee Bond**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his bid dated.....(date) for the construction of..... (Name of work)(hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we(Name of bank) having our registered office at. (hereinafter called "the Bank") are bound un to..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs..... (Rs. In words.....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds it self, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this.....day of.....20....THE CONDITIONS of this obligation are:

- (1) If after bid opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract. We undertake to pay to the Engineer-in-Charge either upto the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions. This Guarantee will remain in force upto and including the date*after the dead line for submission of bid as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....SIGNATURE OF THE BANK WITNESS.....SEAL (SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

INTEGRITY PACT

To,
Intending Bidders,
.....,
.....

Sub: NIT No..... *for the work*.....

Dear Sir,

It is hereby declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Bid is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the bidder will stand disqualified from the bidding process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Jodhpur.

Yours faithfully

Administrative officer
AIIMS, Jodhpur.

To,
Administrative officer,
AIIMS, Jodhpur.

Sub: Submission of tender/Bid for the work of.....

Dear Sir,

I/We acknowledge that CPWD is committed to follow the principles there of as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the Notice Inviting Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender/bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED A S AN UNCONDITIONAL AND ABSOLUTE A C C E P T A N C E of t h i s condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by AIIMS Jodhpur. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1of the enclosed Integrity Agreement. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPWD shall have un qualified, absolute and unfettered right to disqualify the t e n d e r e r /bidder and reject the bid/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent/ authorised to sign the relevant contract on behalf of AIIMS Jodhpur.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of.....20.....
BETWEEN Director AIIMS Jodhpur presented through Administrative
officer,.....AIIMS Jodhpur.
Project cell office, Residential Complex, AIIMS Jodhpur, Hereinafter referred as the (Address of Division)
'Principal/Owner', which expression shall unless repugnant to the meaning or context Here of include its
successors and permitted assigns) 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 Here of include its successor sand permitted assigns) Preamble
WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational
procedure, contract for
(Name of work) Here in after referred to as the "**Contract**". ANDWHEREAS 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 into this Integrity Agreement (hereinafter
referred to as "**Integrity Pact**" or "**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, in
consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this
Pact witnesses as under:

Article1: 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 endeavour 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 (PCAct) oris inviolation of the principles here in mentioned or if there be a substantives uspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition canal so initiate disciplinary actions as per its

internal laid down policies and procedures.

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 standards, and report to the Government/ Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or become saw are, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder (s)/ Contractor(s) commits h i m s e l f to take al l measures n e c e s s a r y 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 whatsoever 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)/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)/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 participate 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 (with each tender as per proforma enclosed) 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 bean 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 un just advantage by or causing damage to justified interest of other sand/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 Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity P a c t b y t h e B i d d e r (s)/ Contractor(s) and t h e B i d d e r / C o n t r a c t o r accepts and undertakes to respect and up hold 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 processor 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 be forever or for a limited period as decided by the Principal/ Owner.**

2) **Forfeiture of EMD/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 Contract or has accrued the right to terminate/determine the Contract according to Article3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion for feit the entire amount of Earnest Money Deposit, 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 Indian Penal code (IPC)/Prevention of Corruption 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.

Article4:Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 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 in correct statement on this subject, he can be disqualified from the Tender process or 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/ re couped 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.

Article5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub contractors a commitment in conformity with this Integrity 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 into 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.

Article6-Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, which ever is more and for all other bidders, till the Contract has been awarded. 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 Jodhpur.

Article7-Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** 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 he 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 turn out 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 Integrity Agreement /Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article8-LEGAL AND PRIORRIGHTS All rights and remedies of the parties here to 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 Integrity Pact.

INWITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

Administrative officer
AIIMS, Jodhpur.

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:-
Date: -