

All India Institute of Medical Sciences,
Bathinda, Punjab

ESTATE OFFICE

**TENDER FOR LEASING OUT OF SHOPS AT SHOPPING COMPLEX BUILDING,
AIIMS BATHINDA**

TO BE SUBMITTED through online CPP Portal



TENDER NO.: AIIMS Bathinda/Estate/25-26/5116

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BATHINDA, PUNJAB.

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SECTION-I
NOTICE INVITING BID

All India Institute of Medical Sciences (AIIMS), Bathinda, Punjab, an apex healthcare Institute being established by Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites online tenders through CPP Portal for leasing out of Shops at Shopping Complex building from reputed, experienced and financially sound Companies/Firms/Agencies/Individuals. They are requested to quote their best offer along with the complete details of specifications, terms & conditions.

Schedule

Date of issue of Bid	As per CPPP bid
Date of Pre-Bid Meet	As per CPPP bid
Venue of Pre-Bid meet	As per CPPP bid
Last Date & Time for Receipt of Bids	As per CPPP bid
Last date for physical submission of EMD with original Fee instruments like DD etc.	Within 05 days after the last date of submission of bid on CPP portal
On-line opening of Bids (Qualification bids)	As per CPPP bid
Date & Time for opening of Financial Bids	As per CPPP bid
Validity of Bid	As per CPPP bid
Earnest Money Deposit	Rs. 10,000/- (Rs Ten Thousand only) By A/C payee Demand Draft in favor of “ Executive Director, AIIMS Bathinda ” payable at Bathinda, Punjab.
Performance Security Deposit	Rs 2 lakh or 5 times the monthly rent (incl. of taxes), whichever is higher by the successful bidder for particular shop.
Address for communication	The Executive Director, AIIMS Bathinda, Medical College building, AIIMS Bathinda, Mandi Dabwali Road, Punjab – 151001. (Please mention Tender number and name, last date on the envelope)

SCOPE OF WORK

1. The selected vendor is required to run the Shops at Shopping Complex building at AIIMS Bathinda on monthly rental as fixed by the Institute to cater for the needs of the patients, visitors, students, staff of the Institute.
2. **Important Information:** - The Bid document can be downloaded from the CPP portal. The downloaded document shall be treated as valid document for participation in the bid. **If tampering of any clause of the bid document is found in the submitted bid document, it will be summarily rejected and EMD amount shall be forfeited.**
3. **Submission of Bids:** The bid along with the necessary documents should be uploaded in the CPP portal as per guidelines mentioned in the portal. Bid has to be submitted only online at CPP portal in two bid systems i.e. (i) Qualification bid and (ii) Financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the bid documents. **Bid sent by any other mode will not be accepted.** The list of documents to be submitted along with qualification bid and financial bid are detailed in subsequent sections of the bid document.
4. AIIMS, Bathinda, Punjab reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to reject any or all bids without assigning any reason. The decision of the Executive Director and CEO, AIIMS Bathinda in this regard shall be final and binding on all.
5. The aforesaid Demand Drafts towards EMD should be submitted offline to the bid inviting authority i.e. Executive Director, AIIMS Bathinda, Punjab, on or before the last date and time prescribed for receipt of documents. The DD towards the Earnest Money Deposit should bear the date after the date of issue of Notice inviting bid.
6. If the bid opening date is declared a holiday by Government of India or by the competent authority of AIIMS Bathinda due to any reason, then the bid shall be opened on next working day at the same time.
7. Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited. The bids submitted by such persons who resort to canvassing will be liable to be rejected and the bidder may also be blacklisted from participating in any further bidding process at AIIMS Bathinda.
8. Other details are available in Bid document.
9. Submission of bid through the online CPP portal by the bidder implies that the bidder accepts all the terms and conditions of this bid document and has read all the conditions associated with this document.

SECTION-II

BIDFORM

**To,
The Executive Director.
AIIMS Bathinda,
Punjab - 151001**

Dear Sir,

Having read the terms & conditions mentioned in the bid document, including any corrigendum (s)/ addenda (s) (the receipt of which have been duly acknowledged), we offer to provide SHOP services in conformity with the terms & conditions of bid document for the sum shown in the schedule of prices.

We agree to abide by this Bid for a period up to _____ (as per CPPP bid).

We agree with all the terms and conditions of the Bid No. _____ dated _____, floated by AIIMS Bathinda for leasing out SHOP services at the Institute. We agree to all points of the bid document.

If our Bid is accepted, we will obtain and submit Performance Security Deposit in the form of Demand Draft drawn/FDR/PBG in favor of "Executive Director, AIIMS Bathinda" payable at Bathinda for due performance of the Contract/agreement.

We undertake to enter into contract/Agreement within 15 days of being called upon to do so and shall bear all expenses connected therewith including charges for stamp etc.

Until an agreement is signed and executed, this Bid shall constitute a binding contract between us and you. We understand that you are not bound to accept the lowest or any bid, you may receive.

Signed in the capacity of duly authorized to sign the bid for and on behalf of

Address

Dated this day..... month of 2025.

Witness

Address of witness

Signature of the Bidder

SECTION III

INSTRUCTION TO BIDDERS

DEFINITIONS:

“Department” means AIIMS, Bathinda, Punjab

“The Bidder” means the individual/ firm/Company/Agency who participates in the bid.

“The Supplier” means the individual or the firm supplying the SHOP services under the contract/agreement.

“The Goods/Services” means provision of SHOP service as per the scope of work and details mentioned in the tender document under the contract/agreement.

“The Advance Supply Order” means the intention to place the supply Order on the supplier.

“The Supply Order” means the order of supply of materials/services placed (including all attachments and appendices and all documents incorporated by reference therein) on the supplier. The supply order shall be deemed as **“Contract”** appearing in the document.

“The Contract Price” means the price payable to the Supplier under the supply order for the full and proper performance of its contractual obligations.

“NIB” means **Notice inviting Bid**

1. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid. Department will in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

2. The bidder is requested to go through all instructions, forms, terms and conditions mentioned in the Bid document and he should put his signature with seal on each page of bid document. Failure to furnish any information required as per Bid document or submission of the bids not substantially responsive to the Bid document in any respect will be at the bidder's risk and may result in rejection of the Bid.

3. **Clarification in Respect of Bid Document:**

The Executive Director may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, issue clarification memo in respect of the bid documents. However, the clarifications can also be asked after opening of the bid if required.

4. The clarifications, if any, shall be notified through the website www.aiimsbathinda.edu.in and/ or CPP portal. The prospective bidders are requested to check the website regularly for such clarifications, if any, before uploading their bid. The decision of the competent authority of AIIMS Bathinda regarding issue/ reply/ acknowledgement of clarification shall be final and binding on the bidders.

5. **Bid Price.**

- (a) The bidder shall quote the total composite price/rate inclusive of levies, duties, charges, surcharges, taxes, etc. as applicable for Shop service.
- (b) The price/ rate quoted by the bidder shall remain firm during entire period of bid process till a negotiation (if required) is made or contract/agreement is signed. It shall not be subject to variation on any account. Any conditional bid will be summarily rejected. A bid submitted with an adjustable price quotation will also be treated as non-responsive and rejected.

6. **Earnest Money Deposit**

- (a) **Earnest Money deposit:** DD for an amount of Rs. 10,000.00/- (Rupees Ten Thousand only) from Nationalized / Scheduled has to be submitted offline (Scanned copy of DD to be uploaded online) towards EMD failing which the tender/bid will be rejected. Bidders are requested to write their name and full address with contact number at the back of the Bank Demand Draft submitted. Whether the bidder wish to quote for one site or more than one site, EMD of Rs. Ten Thousand only shall be required to be submitted.
- (b) In case of the successful bidder, the Earnest Money deposit will be refunded within three months from signing of contract agreement and submission of performance security deposit in the form of PBG/DD/FDR.
- (c) The EMD of the unsuccessful bidders will be refunded/ returned without any interest after final decision of the bid within one month.
- (d) No Interest shall be payable on the Earnest Money deposit/Performance Security Deposit by the department to the bidders.

7. **The EMD may be forfeited: -**

- a) If any bidder withdraws his bid on or before validity period or,
- b) If tampering of any clause of the bid document is observed.
- c) If any document submitted by the bidder is found false/forged.
- d) If the successful bidder Fails to enter into agreement in accordance with terms and condition of the bid documents with in the stipulated time.
- e) Fails to furnish performance security deposit in accordance with terms and condition of the biddocuments with in the stipulated time.
- f) If the bidder entails any political influence, the EMD shall be forfeited along with blacklisting of the firm, as per the decision of the competent authority of AIIMS Bathinda.

8. Performance security may be forfeited: -

- (a) if the contractor fails to compile the terms & condition of the contract agreement.
- (b) If the contractor sublets the contract to other agency.
- (c) If the contractor fails to provide rent of the accommodation and electricity charges (as assessed by the Engineering Division of AIIMS Bathinda) on regular basis provided by AIIMS Bathinda, Punjab.

9. PREPARATION & SUBMISSION OF BIDS

a) The bid should be submitted/uploaded on line in two parts namely

- 1. **Qualification Bid** and
- 2. **Financial Bid** (in the format given in Section VIII).

Qualification/Technical Bid:

The qualification bid should be uploaded along with scanned copy of Account Payee Demand Drafts for **Rs. 10,000.00/- (Rupees Ten Thousand only)** along with the requisite documents. The scanned copy of Demand draft for EMD is required to be uploaded by the Bidder at the place indicated on the CPP portal. Scanned copy of all the documents as mentioned at Section VII and scanned copy of qualification bid duly filled and signed on each page are required to be uploaded by the Bidder at the place indicated as on the CPP portal while uploading the documents on CPPP. **No indication of the Prices shall be made in the Qualification Bid.** All pages of original bid shall be signed by the person or persons signing the bid.

The Hard Copy of the Technical Bid documents (Original documents and same as uploaded online) should reach AIIMS Bathinda before the due date as mentioned in the Tender document with the original demand drafts for EMD.

EMD exemption: - Following categories of Sellers shall however, be exempted from furnishing Bid Security: -

- 1. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.
- 2. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- 3. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- 4. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- 5. Central / State PSUs.

Financial Bid:

- (a) The bidder shall quote the price in the format enclosed at Section X (Schedule of Hire Charges- (BoQ1)) and fill up the relevant parts accordingly and filled BoQ are required to be uploaded by the Bidder at the place indicated as per CPP portal.
- (b) The Bid with conditions other than those specified in the Bid document will be liable to be summarily rejected. No modification by the bidder in any of the conditions of bid document will be permitted.
- (c) Each page of the Bid shall be signed either by the bidder himself or by a person duly authorized by the bidder (to sign the bid). The letter of authorization be submitted in original along-with the bid.

10. Bid opening

- (a) Bids shall be opened online through CPP portal.
- (b) The Bidder's name, modifications, bid withdrawals and such other details as the Department, at its discretion, may consider appropriate, will be announced at the time of opening.
- (c) The Financial Bid shall be opened after qualification bid evaluation. The Financial Bid of those bidders who are found qualified in Qualification bid, shall be opened.

11. Evaluation

- (a) If there is discrepancy between words and figures, the amount in words shall prevail prior to detailed evaluation; AIIMS, Bathinda, Punjab shall determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without any deviation.
- (b) AIIMS, Bathinda, Punjab shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price/rate of the services offered as indicated in the rate schedule in financial bid of the bid document.

12. Selection criteria to be adopted for evaluation of the bids: -

- (a) Selection will be based on the highest monthly rent offered for a particular Shop.

13. Award of Contract

Department shall place Approval letter to highest bidder (H1 as decided above). Such bidder shall, within 15 days of issue of Approval letter, give his acceptance along with performance security deposit.

14. Signing of Contract/Agreement

Signing of Agreement by the successful bidder shall constitute the award of hiring contract to the successful bidder.

15. Annulment of Award

Failure of the successful bidder to comply with the requirement of any of the bid clause shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/Performance Security Deposit. In such a case, the Department may make the award to any other bidder at its discretion or call for New Bid/Tender.

16. Period of validity of bids

The bid shall remain valid as per the terms mentioned on the CPP portal. A bid valid for a shorter period shall be rejected by AIIMS, Bathinda, Punjab as non-responsive.

17. The contractor shall pay for the electricity being used by him/her at rates as decided by the competent authority of AIIMS Bathinda. Cleanliness and general maintenance of the premises shall be under the scope of the Contractor.

SECTION IV

GENERAL CONDITIONS

18. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIB unless otherwise agreed by the Department.

19. Performance Security Deposit

- (a) The successful bidder shall be required to deposit Rs 2 lakh or 5 times the monthly rent (incl. of taxes), whichever is higher by the successful bidder for particular shop as performance Security Deposit before entering into Agreement with the Department.
- (b) Performance Security Deposit will be discharged only after completion of supplier's performance obligations under the contract/agreement.
- (c) If the supplier fails or neglects any of his obligations under the contract/agreement, it shall be lawful for the AIIMS Bathinda to forfeit either whole or any part of performance security deposit.

20. EXECUTION TIME LIMIT

The time period as stipulated in the contract/agreement or Supply Order shall be deemed to be time limit for execution.

21. PAYMENT TERMS (including Penalty Terms for late payment)

The rent of the Shop(s) will have to be paid by the 5th of every month in advance. In case of holiday, on the next working day, failing which penalty @ Rs. 500/-per day shall be imposed for delayed period.

22. **Submission of Post-Dated Cheques:** - In order to ensure the continuity of the realization of the monthly rent amount, the successful bidder shall deposit 12 Nos. of advance post-dated cheques to the Institute. If 12 Nos. of cheques will be utilized by the Institute, the contractor shall submit another 12 Nos. of post-dated cheques to the Institute. Following course of action will be followed by AIIMS Bathinda in case of non – payment of monthly rent by the contractor: -

- (a) If the payment for rent (with GST) is not received by 5th date of the succeeding month, then penalty of Rs. 500 per day shall be payable over and above the payment due.
- (b) If payment is not made by 15th of the month, then AIIMS will deposit the post-dated cheque in the Bank for realization on 16th of the month.
- (c) If any there is any cheque bounce case, then appropriate legal remedies shall be taken and the contract agreement shall be liable to be terminated.
- (d) Each post-dated cheque will be for an amount of Rs. (Monthly Rent + GST+ Rs. 5000.00 as penalty)

23. Period of Contract Agreement: -

The contract period shall commence from the date of signing of the contract agreement between AIIMS Bathinda and the successful bidder shall remain valid for 03 years with scope for extension for further two year (one year at a time) by competent authority on the same terms and conditions subject to approval by the competent authority of AIIMS Bathinda and revised rental (if required) at which the contract is awarded will be valid throughout the contract. No claims whatsoever on account of increase in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any down ward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS Bathinda, Punjab through appropriate reduction of the contracted rates. The contract agreement can be renewed entirely at the discretion of the competent authority of the Institute.

24. Base Licence Fee for Shops at Shopping Complex building: -

- (a) Following shall be the minimum Licence Fee (monthly rent amount) exclusive of GST, for the Shops: -

S. No.	Identification No.	Proposed Use	Minimum RESERVE Base monthly rent (excluding GST)	Bidder
(a)	Shop No. 2	Fruit, Vegetable & Fruit Juice Shop	Rs. 10,000.00	One shop to one bidder
(b)	Shop No. 3 & 4	Multipurpose Provisioning Store (including general store, Dairy Products, stationery items, and photocopy)	Rs. 20,000.00	Two shops to one bidder

(Important – There shall be 05 percent increase in the monthly licence Fee for second year and then from third year, there will be 10 percent increase)

25. **General Terms & Conditions: -**

(1) **OPENING TIMINGS OF THE SHOPS: -**

- (a) **All shops shall remain open from 06:00 AM to 10:00 PM daily (minimum time period)**
- (2) AIIMS BATHINDA, PUNJAB reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of AIIMS Bathinda, Punjab with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the AIIMS Bathinda, Punjab in this regard will be final and binding on all bidders.
- (3) Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
- (4) AIIMS Bathinda, Punjab reserves the right to reject any or all the tenders without assigning any reason.
- (5) The firm will have to enter into an agreement with the AIIMS Bathinda, Punjab before taking charge of the Shop and commencement of the allotted work at the Shop.
- (6) The firm will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases.
- (7) The firm shall be responsible for compliance of the labour laws in respect of the personnel employed by them. The firm shall be the employer for his workers and AIIMS Bathinda, Punjab shall not be held responsible fully or partially for any dispute that may arise between the firm and his workers.
- (8) The firm would be responsible for verifying the antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to AIIMS Bathinda, Punjab in respect of each staff member.
- (9) Cleaning of the Shops shall be done by the firm. The garbage of the Shops shall also be disposed of by the firm on daily basis into two separate bins – one for biodegradable and other for non-biodegradable. The firm shall ensure cleanliness of the Shop premises at all times of the day. The same can be inspected by the officials of AIIMS Bathinda as and when required.
- (10) The firm shall be responsible for all damages or losses of AIIMS property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.
- (11) If required, the contractor shall be required to take the FIRE NOC from local government/ Municipal Corporation as applicable, on its own cost and resources.
- (12) If provision of water facility is provided by AIIMS, the same shall be charges extra per month as per the rates decided by the Institute and the same shall be paid by the vendor.
- (13) Single use plastic shall not be allowed to used or sold at the shop.
- (14) The intended shop is to used only for sale of vegetable and fruit related items only and not for an other purpose.
- (15) The rates of vegetable, fruit and fruit juice will not be more than the commodity market/ MC approved market/ local mandi rates etc. rates in Bathinda city. products like, Fruits, vegetables etc. whose MRP is not mentioned shall be updated on the Notice board on

daily basis as per prevalent market/mandi rates.

26. Liability/ responsibility in case of any accident-causing injury/ death.

- (1) The Firm shall be responsible for timely payment of wages to its workers as per Minimum Wages and fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time. Any lapse in this regard shall be viewed seriously. The Firm shall indemnify AIIMS Bathinda against any such misconduct on part of the firm. AIIMS Bathinda shall not be held responsible for non-compliance of statutory laws by the Firm.
- (2) The firm shall provide sufficient sets of Uniforms and pair of shoes to its employees and shall ensure that they wear them all times and maintain them properly.
- (3) The Firm shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
- (4) Employment of child labour is strictly prohibited under the law. Therefore, the Firm will not employ any child under the age, as specified by the Child Labour (Prohibition and Regulation) Amendment Act, 2016 or any other statutory law as applicable related to the deployment of children under specific age at any workplace.
- (5) The Firm shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surround in etc.
- (6) The Firm shall be personally responsible for conduct and behavior of its staff and any loss or damage to AIIMS Bathinda or its moveable or immoveable property, due to the conduct of the Firm's staff, shall be made good by the firm. If it is found that the conduct or performance of any person employed by the Firm is unsatisfactory, the Firm shall have to remove the concerned person and rearrange new person within 48 hours of intimation by AIIMS Bathinda, Punjab. The decision of the competent authority of AIIMS Bathinda in this regard shall be final and binding on the Firm.
- (7) The Firm shall not appoint any sub-firm to carry out its obligations under the contract. Sub-contracting of any form or type, whether intentionally or unintentionally, will lead to termination of the contract.
- (8) The Firm shall keep the Shop premises and its surrounding clean and up-to-date every day after the services are over. The cleaning includes clean in go utensils, kitchen, shop hall, floor, counter, benches, tables, chairs, etc. AIIMS Bathinda officials will have 24-hour access to inspect the Shop premises at any time for ensuring the clean lines and hygiene conditions of the Shop premises.
- (9) AIIMS Bathinda, Punjab reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items sold in the Shops. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Firm.
- (10) Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the AIIMS Bathinda, Punjab are damaged. Any damages done to the same or any other property will have to be repaired/replaced by the Firm, failing which the same will be got done by AIIMS Bathinda, Punjab at the firm's risk and cost. In this regard, the decision of the competent authority of AIIMS Bathinda, Punjab shall be final and binding on the Firm.
- (11) All work shall be carried out with due regard to the convenience of Faculty, Staff, students, visiting Patients and their attendants at AIIMS Bathinda, Punjab. The order of the competent

authority of AIIMS Bathinda shall be strictly observed.

- (12) The Firm shall install its electronic fly-kill/insect repellent equipment, emergency lighting / gas and fuel supply at its own cost and as per the requirement, so that to keep the Shop premises in a hygienic and insect free condition.
- (13) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited at AIIMS Bathinda campus. Any breach of such restrictions by the bidder will attract deterrent action against the Firm as per statutory norms.
- (14) No minimum guarantee will be furnished to the Firm towards the sale of the items. It is advised to maintain the highest quality at the minimum/reasonable prices so as to attract the maximum number of visitors to the Shops i.e. prices not to be higher than the MRP.
- (15) The workers employed by the Firm shall be directly under the supervision, control and employment of the Firm and they shall have no connection what-so-ever with AIIMS Bathinda, Punjab. AIIMS Bathinda, Punjab shall have no obligation to control/ supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against AIIMS Bathinda, Punjab for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the bidder, against any temporary or permanent posts in AIIMS Bathinda, Punjab. In case of any untoward incident/ fire/death/injury of any employee of shop premises, AIIMS Bathinda, Punjab will not be liable to pay any damages or injury claims.
- (16) The owner of the firm shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the AIIMS Bathinda, Punjab.
- (17) The successful bidder/contractor will be required to enter into an Agreement/Contract.
- (18) The staff employed by the contractor shall have to be medically fit, neat and clean. The contractor shall not employ young children as prohibited under the law/rules/regulations.
- (19) Competent authority of AIIMS Bathinda or its authorized representative will inspect and test the quality of items of the Shop as and when required. Any direction given by that official shall be binding on the shop vendor.

27. LEGAL TERMS AND CONDITIONS

- (a) The Tenderer and his staff shall abide by various rules and regulations of AIIMS, BATHINDA, PUNJAB as prevalent from time to time.
- (b) The Tenderer and his staff shall comply with all instructions and directions of the AIIMS, BATHINDA, PUNJAB authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by AIIMS, BATHINDA, PUNJAB authorities, without waiting for confirmation by the Tenderer.
- (c) All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the AIIMS, BATHINDA, PUNJAB, as and when necessary.
- (d) The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and

the said book shall be open for inspection by the concerned officer of AIIMS, Bathinda, Punjab.

- (e) Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- (f) The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.

28. PENALTY for unsatisfactorily services

- (a) In case the services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Performance Security Deposit.
- (b) In case items are sold above the MRP or instances of overcharging observed, a penalty of Rs.500/- will be imposed for each default.

29. Termination of Contract

- (a) The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part,
- (b) In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/job without assigning any reason thereof and nothing will be payable by AIIMS Bathinda, Punjab in that event the security deposit shall also stands forfeited.
- (c) if the supplier fails to perform any other obligation (s) under the contract/agreement, or in case, any of the documents furnished by supplier is found to be false at any stage, it would be deemed to be a breach of terms of contract/agreement, making the supplier liable for legal action besides termination of contract.
- (d) If the contractor sublets the contract to any other agency.

30. Termination for insolvency

The Department may by giving written notice and without compensation to the supplier, terminate the contract/agreement, if the supplier becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

31. Force Majeure

- (a) If, during the continuance of the contract/agreement, the performance (in whole or in part by either party) in respect of any obligation under this contract/agreement, is prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) and notice of such happenings is given by the affected party to the other within 21 days from the date of occurrence, neither party shall by reason of such event be entitled to terminate this contract/agreement, nor any party shall have any claim for damages against the other in respect of poor/inadequate performance or delay in performance under the contract/agreement.
- (b) The working of Shop premises shall be resumed as soon as practicable after such event and the decision of the Department as to whether the supplies have been so resumed or not, shall be final and binding.
- (c) Provided further that if the performance in whole or part of any obligation under this contract/

agreement is prevented or delayed due to any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract/agreement.

32. Dispute Resolution: -

- (a) In case of any dispute, the same will be settled amicably between the parties.
- (b) If the matter is not settled amicably, the same will be resolved through arbitration. The parties shall be bound by the Arbitration and Conciliation Act, 1996 along with all the amendments subsequent thereto.
- (c) Dispute(s) is/are subject to the jurisdiction of Courts of Law based at Bathinda, Punjab, India.

33. Set Off

Any sum of money due and payable to the supplier (including performance security deposit refundable to him) under this contract may be appropriated by the Department and set off the same against any claim of AIIMS, Bathinda, Punjab for payment of a sum of money arising out of this contract/agreement, or under any other contract/agreement, made by the supplier with AIIMS, Bathinda, Punjab.

34. Counter Offer to Bidder

The Department reserves right to counter offer the price against price quoted by the bidder.

35. Alteration in Bid Document by Bidder

If during the process of Bid/Tender finalization, it is detected that the bidder has submitted bid documents after making some changes / additions / deletions in the bid documents downloaded from the Web site, the offer may be rejected and the EMD of the bidder may be forfeited in addition to any other action taken as per prevalent rules, including blacklisting of the firm.

SECTION V

SPECIAL CONDITIONS

36. Breach of Terms and conditions of Contract: - In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor: -

- a) the Performance Security Deposit of the contractor may be forfeited.
- b) the agreement may be terminated.
- c) the contractor may be black-listed.
- d) Suitable recovery may be made.

37. Any liability arising in due course of business between contractor and customer will be sole responsibility of contractor only and not of AIIMS Bathinda.

38. One Bid Per Bidder: Each bidder shall submit only one tender either by himself or as a partner in firm. If a bidder or if any of the partners in a firm participate in more than one bid, such bids are liable to be rejected.

39. Offers submitted by Telegram/ FAX/ Email/ WhatsApp shall not be considered. No correspondence will be entertained in this matter.

SECTION -VI
Annexure I
(on letterhead)

DECLARATION REGARDING NON- TAMPERING OF DOWNLOADED BID
DOCUMENT

I/we _____ (Name of

Individual/Proprietor/Partner(s)/Director(s)) _____

_____ of M/s _____ (Name of

Company/Firm/Agency) _____

do, hereby, declare that I/we have not tampered the downloaded Bid document No.

_____ dated _____

Signature
Name
Address
Seal of the Firm

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm the certificate be given by any one of the partners and in case of Limited company by any one of the Directors of the Company.

Annexure II (on letterhead)

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

1. Name of the Bidder
2. Permanent Account Number (PAN)
3. Particulars of Bank Account
 - a) Name of the Bank
 - b) Name of the Branch
 - c) Branch Code
 - d) Address
 - e) City Name
 - f) Telephone No.
 - i) NEFT/IFSC Code
 - g) RTGS Code
 - h) Type of Account
 - j) Account No.
- 4 Email id of the Bidder
5. Complete Postal Address of the bidder

Signature of the Authorized Person

Date:

Designation & Office Seal of the Bidder

ANNEXURE-III

**DECLARATION REGARDING CRIMINAL LIABILITY, BLACKLISTING /
DEBARRING AND NON-PENALIZE/ PUNISH FOR TAKING PART IN TENDER**

*(To be executed & attested by Public Notary or Executive Magistrate on Rs. 100/- non
judicial Stamp paper by the Tenderer)*

I,

Proprietor/Director authorized signatory of the agency/Firm
(M/s _____), do hereby solemnly
affirm and declare as follows:

1. I am authorized signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the firm/Agency has not been banned /suspended/blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

or

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

6. I / We hereby declare that the firm / agency namely has not been penalized in the past years by Labour Court, EPFO & ESI by way imprisonment.

or

7. I/ We _____ (Tenderer)
hereby declare that the Firm / agency namely M/s. _____
_____ has been penalized / punished by Union / State
Government or any Organization from taking part in Government tenders for a period of years
w.e.f. _____ to _____. The period is over on
_____ and now the firm/ company is entitled to take part in Government tenders.
8. I/We further undertake to report to the AO (Procurement) of Procurement Office, AIIMS, Bathinda immediately after we are informed but, in any case, not later 15 days, if the Firm/Agency in which Proprietor/Partners/Directors of Firm/Agency which is banned/suspended in future during the Contract with you.
9. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
10. In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the AIIMS Bathinda and SD (Security Deposit) shall be forfeited.
11. In addition to the above, the AIIMS, Bathinda will not be responsible to pay the bills for any completed /partially completed work.

(Signature of the Bidder)

Attested:

(Public Notary / Executive Magistrate)

Name:

Date

Designation

Place:

Seal of the Agency

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

**ANNEXURE-IV
BIDDER's PROFILE**

Self-Attested
Passport size
photograph of the
Bidder/authorized
signatory holding
letter of
authorization.

PROFILE OF THE ORGANIZATION/COMPANY/FIRM

(To be given on Company/ Firm Letter Head)

FORM A: Particulars of the Firm/Company/Agency

1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
Particulars of the firm representative		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	

FORM B: Particulars of Firm Bank Details

15.	Name of the account holder / Firm	
16.	Account Number	
17.	Name of the Bank & Branch	
18.	IFSC Code	
19.	MICR code	
20.	Type of account	
21.	Bank Address	
<i>*Please attach a Cancelled Cheque along with the account information form.</i>		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized Person

Date:

Designation & Office Seal of the Bidder

AFFIDAVIT REGARDING CLEAN TRACK RECORD OF BIDDER

(on a Non-Judicial STAMP PAPER OF RS. 100/-)

The Director,
All India Institute of Medical Sciences
Bathinda
151001

Dear Sir

RE: Tender Enquiry Number _____ dated _____ For Providing Shop services at AIIMS Bathinda

I / We have carefully gone through the Terms and Conditions contained in the above Referred Tender Document. I/We hereby declare that my Company/Firm is neither currently nor on any previous occasion has not been blacklisted/ debarred and no legal cases are pending before any of the Central/State Departments /Institutions /Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/ Government Medical College/Government Hospitals/Autonomous bodies.

In addition to this, I also declare that there are no Vigilance/CBI/FEMA cases either currently or in any previous occasion against the company/firm. I/We certify that I am the competent officer in my company/firm to make this declaration.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Signature of the Authorized Person

Date:

Designation & Office Seal of the Bidder

SECTION - VII

ELIGIBILITY CRITERIA FOR QUALIFICATION OF THE BIDDERS

Qualification Bid should have scanned copy of documents in following order:

- (1) DD for Earnest money deposit or exemption certificate;
- (2) Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance;
- (3) Duly filled and signed Bid form at section II
- (4) Copy of PAN Card/ Passport/ Voter Card/ Aadhar Card of the authorized person.
- (5) Shop specific requirement to be fulfilled: -

Shop No. 2 (Fruit, Vegetable, & Fruit Juice Shop)	<p>(i) EXPERIENCE: -</p> <p>(a) The bidder shall have at least 1-years of experience in running of a Vegetable or Fruit or Fruit Juice shop at any Central Govt./ State Govt./ Autonomous body of govt./ shops at Municipal Corporation/ Council/ Nagar Palika Market etc. (for which verification of experience is possible), as per experience proforma with this document in Section IX. Experience certificate attached should be verifiable from the organisation concerned. Self-certification of experience will not be considered.</p> <p>(b) In case of private set-up, verifiable documentary evidence reg. experience in the form of Property Tax receipts, electricity bill, water bill with proper name and address of the shop etc. is required to be attached.</p> <p>(c) In case the documents are in the personal name of the sole proprietor/ rented/ leased premises, then the experience documents are to be accompanied by a notarised affidavit with the statement that the property tax receipts, electricity bill, water bill etc. is of the shop selling Vegetable or Fruit or Fruit Juice.</p> <p>(d) Experience of atleast 1 years of running a vegetable/ fruit/ fruit juice shop at a Army Cantonment will also be considered subject to submission of verifiable experience certificate from Cantonment authorities.</p> <p>(ii) TURNOVER: - The annual average turnover of services provided by the bidder should not be less than Rs. 2.0 Lakh during the recent three financial years, as per their audit book of accounts/Tax returns /balance sheet, relevant certificate signed and stamped by CA be attached as per the attached proforma with this document in Section X.</p> <p>NOTE: - In case the document(s) submitted is in the name of the owner/ proprietor/ lessee and not in the name of the Vegetable/ Fruit/ Fruit Juice Shop, then the documents should be accompanied by an affidavit duly notarized.</p>
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<p>SHOP No. 3 and 4</p> <p>Multipurpose Provisioning Store (including general store, Dairy Products, stationery items, and photocopy)</p>	<p>(i) EXPERIENCE: -</p> <p>a) The bidder shall have at least 3-years of experience in running of a Multipurpose Provisioning Store at any Central Govt./ State Govt./ Autonomous body of govt./ shops at Municipal Corporation/ Council/ Nagar Palika Market etc. (for which verification of experience is possible), as per experience proforma with this document in Section IX. <i>Experience certificate attached should be verifiable from the organisation concerned. Self-certification of experience will not be considered.</i></p> <p>b) In case of private set-up, verifiable documentary evidence reg. experience in the form of Property Tax receipts, electricity bill, water bill with proper name and address of the shop etc. is required to be attached.</p> <p>c) In case the documents are in the personal name of the sole proprietor/ rented/ leased premises, then the experience documents are to be accompanied by a notarised affidavit with the statement that the property tax receipts, electricity bill, water bill etc. is of the shop selling Vegetable or Fruit or Fruit Juice.</p> <p>(ii) TURNOVER: - The annual average turnover of services provided by the bidder should not be less than Rs. 4.0 Lakh during the recent three financial years, as per their audit book of accounts/Tax returns /balance sheet, relevant certificate signed and stamped by CA be attached as per the attached proforma with this document in Section X.</p> <p>NOTE: - <i>In case the document(s) submitted is in the name of the owner/ proprietor/ lessee and not in the name of the Vegetable/ Fruit/ Fruit Juice Shop, then the documents should be accompanied by an affidavit duly notarized.</i></p>
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- (6) Original "Copy of Authorization Letter" or "Power of Attorney" (*required only in case person other than the bidder has signed the bid document*).
- (7) Copies of documents of GST (if applicable), PAN.
- (8) Declaration as per Annexure I, Annexure II, Annexure III, Annexure IV, Annexure V as attached with this bid document.

SECTION - VIII

Financial Bid format to be uploaded online on CPP portal

	Minimum Reserve/ Base Rent per month	Base Rent offered by the bidder per sq. ft. per month (A)	Approx. Area of Shop (B)	Monthly Base rent (A X B) (C)	Total Rent including GST @ 18 percent (round to integers) (D)
Shop No. 2	Rs. 10,000.00	Rs _____per sq. ft.	222 sq. ft.	Rs.	Rs.
Shop No. 3 & 4	Rs. 20,000.00	Rs _____per sq. ft.	444 sq. ft.	Rs.	Rs.

Write 'NA' if you do not wish to quote for particular site

Total Rent including GST@ 18 % (D) in words for Shop No. 2: _____

Total Rent including GST@ 18 % (D) in words for Shop No. 3 & 4: _____

- (a) I/We are aware that electricity charges or other incidental charges, as decided by the Institute will be paid over and above the monthly rent for the Shops.

Signature of the Bidder with stamp/ seal

SECTION - IX

EXPERIENCE Details to be submitted in this Proforma

Description of similar work executed during the previous years.

(Please furnish copies of completion certificate(s)/ Experience Certificate(s) from any Govt./ private set up or any other)

S. No	Type of Shop/ Similar works executed	Actual value of work/order executed (Rs.) or monthly rent being paid including taxes, if any	Work Period			Name of the organization [any Govt./ private set up or any other
			Start Date	Finish Date	Total period	
1						
2						
3						
4						
5						

Signature of the Authorized
person

Designation

Office

Seal of the Bidder

SECTION – X

FINANCIAL CAPABILITIES/ Turnover details

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of _____ (firm name), having its registered office at _____ (Full address of bidding firm) and do hereby certify that:

- (1) Annual gross turnover as per Annual Accounts of the firm for recent three years is as under-

S.No.	Financial year	Turnover
1.		
2.		
3.		

- (2) Average turnover of the firm for above recent three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.)

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

.....

SECTION – XI

(To be submitted only by the successful bidder along with the agreement)

PRE-CONTRACT INTEGRITY PACT

1. General :-

This pre bid pre contract Agreement (hereinafter called the Integrity pact) is made on _____ day of the(Month & Year) between , The Executive Director & CEO , acting through Shri , designation of officer, AIIMS Bathinda (hereinafter called the "BUYER" , which expression shall mean and include , unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/S represented by Shri _____, (hereinafter called the "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the Bidder/Seller is willing to offer/has offered the stores and WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a autonomous institute under MoH& FW, GOI.

Objective:

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

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

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

hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the BUYER

2.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

2.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

3. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal

proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

4.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 4.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 4.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans,

technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

4.11. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or

alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

4.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4.13. The BIDDER signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

4.14. In case of sub-contracting, the BIDDER shall take the responsibility of the adoption of IP by the sub- contractor.

5. Previous Transgression

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER)

shall entitle the BUYER to take all or any one of the following actions, wherever required:

- 6.1.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- 6.1.5. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the AIIMS, Bathinda for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 11.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

- 7.1. The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission as per the details below presently:-

- (a) **Jitendra Sharma**
IFS (retd),
Independent
External Monitor
AIIMS Bathinda
Phone 9650273274
Email: sharmaj7@gmail.com
- (b) **Lalatendu Mohanti**
IPS (retd) IEM ,
AIIMS Bathinda
Mob: 9717095659
Email: l.mohanti@gmail.com

- 7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the procurement, including minutes of meetings.
- 7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project

documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Procurement such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the Executive Director, AIIMS, Bathinda, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

10. Other Legal Actions

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

11. The bidder shall not sublet or engage any sub-contractor or transfer the contract to any other service provider under any circumstances.

12. Validity

- 12.1. This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/

determined by the Head of the Procuring Organisation.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3. The Parties hereby sign this Integrity Pact as part of the contract aton... and parties concerned are bound by it provisions

AIIMS Bathinda

Witness

1.....

2.....

Bidder

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS Bathinda in regard to involvement of Indian agents of foreign suppliers.