

Corrigendum

Matter is regarding tender no. AIIMS/DEO/CLEANING/2022-23/06 (Mechanized automated cleaning) in which following modification are approved by competent authority:-

1. Average annual turnover and ITR should be provided in each year for last three financial year (2019-20, 2020-21 and 2021-22)
2. Regarding point no 1.1 of eligibility criteria: - should read as last five years ending 31 December 2022.
3. Kindly provide following documents regarding training centre:-
 - a. Address proof of training centre in the name of bidder or hired agency.
 - In case of rented premises, copy of rent agreement to be attached.
 - In case of hired agency, copy of MoU to be attached.
 - b. Photograph of training centre.
4. EMD (Rs.10 lakh) should be submitted in the form of DD favouring "AIIMS, Deoghar" payable at Patna. No other mode of submission of EMD will be accepted. Hard copy of DD should reach AIIMS Deoghar within 7 days of bid submission end date and copy of same should be uploaded. For exemption of EMD bidder has to provide MSME certificate.
5. Work plan presentation to be given in person at AIIMS Deoghar.
6. Integrity pact is enclosed and considered as part of tender document.
7. Brand of chemicals should be only M/S JOHNSON or DIVERSEY.
8. Latest EPF and Paid challan copy of ESIC will be considered instead of no-dues certificate.
9. Proposed marking system is enclosed.

Integrity Pact

Between

All India Institute of Medical Sciences, hereinafter,
referred to as "AIIMS Deoghar", and
..... hereinafter referred to as "The Bidder(s)/Contractor(s)"

Preamble

The AIIMS Deoghar intends to award, under laid down organizational procedures, contract/s for.....The AIIMS Deoghar values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparencies in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve this goal, AIIMS Deoghar will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of AIIMS Deoghar

- 1) AIIMS Deoghar commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of AIIMS Deoghar, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) AIIMS Deoghar will, during the tender process treat to all Bidder(s) with equity and reason. The AIIMS Deoghar 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 process or the contract execution.
 - c) The AIIMS Deoghar will exclude from the process all known prejudiced persons.
- 2) If AIIMS Deoghar obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Deoghar will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) 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 AIIMS Deoghar's employees involved in the tender process or the execution of the contract or 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 illegal 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 introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti- Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal

gain, or pass on to others, any information provided by AIIMS Deoghar 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 name & address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section - 3 Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Deoghar is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per rule & regulations.

Section - 4 Compensation for Damages

If AIIMS Deoghar has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, The AIIMS Deoghar is entitled to demand and recover the damage equivalent to Earnest Money Deposit /Bid security.

2. If AIIMS Deoghar has terminated the contract according to Section 3, or if AIIMS Deoghar is entitled to terminate the contract according to Section 3, AIIMS Deoghar shall be entitled to demand and recover from the Bidder(s) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section - 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken against the contractor, if already awarded, can be terminated.

Section - 6 Equal treatment of all Bidder (s)/Contractor (s)

In case of Sub-contracting, the AIIMS Deoghar Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

1. The AIIMS Deoghar will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The AIIMS Deoghar will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)

If the AIIMS Deoghar obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Deoghar has substantive suspicion in this regard, the AIIMS Deoghar will inform the same to the Chief Vigilance Officer.

Section - 8 Independent External Monitor

The AIIMS Deoghar appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

1. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director AIIMS Deoghar.
2. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Deoghar including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
3. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS Deoghar and recuse himself/herself from that case.
4. The AIIMS Deoghar will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director AIIMS Deoghar and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Director AIIMS Deoghar, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Deoghar and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Director AIIMS Deoghar, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Deoghar has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word Monitor, would include both singular and plural.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of 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 Director of AIIMS Deoghar.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Deoghar.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Deoghar

For & on behalf of Bidder/Contractor

Office Seal Office Seal Place: _____

Witness 1: ____ Date :

Witness 2: ____

New marking system

Sl. No.	Criteria				
1	Years of experience in executing a single Mechanized Housekeeping contract in a central government/autonomous body/central PSU/AIIMS of not less than 500 beds	5 – 6 years	7-8 years	9 -10 years	> 10 years
		10 marks	15 marks	20 marks	25 marks
2	Number of Housekeeping manpower supplied against a single housekeeping contract in above type of institutions.	100-199	200-299	300-399	400 and above
		10 marks	15 marks	20 marks	25 marks
3	Average Annual Turn Over of the bidder for preceding for each year in the last three financial Year (2019-20, 2020-21, 2021-22) based on audited financial statement. (Turnover should be exclusive of GST)	5-20(Cr.)	20-40(Cr.)	40-60(Cr.)	>60(Cr.)
		10 marks	15 marks	20 marks	25 marks
4	Availability of in-house training facilities in Housekeeping, Sanitization & Maintenance services with tendering agency				
(i)	Having own in-house training facilities	10 marks			
(ii)	Having hired training facilities	5 marks			
5	Work plan presentation (Total 15 marks)	15 marks			
Total Marks		100			