

Tender For
Parking Services
At
All India Institute of Medical Sciences, Deoghar



TENDER NO.: AIIMS/DEO/Parking Services/2021`-22/03

BID DOCUMENTS

Price of bid documents: Rs 1500/-

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGHAR

PTI Campus, Daburgram , Deoghar 814142

TABLE OF CONTENTS

Qualification Bid		
Sl. No.	TITLE	SECTION
1	Notice Inviting Bid	I
2	Bid Form	II
3	Instruction to Bidders	III
4	Special conditions	IV
5	General (Commercial) conditions	V
6	ANNEXURE I TO V	VI
7	ORDER FOR UPLOADING OF DOCUMENTS OF QUALIFICATION BID	VII
8	Instruction for On Line bid submission	VIII
9	Schedule of terms & rates	IX
10	Financial Bid	X

SECTION-I
NOTICE INVITING BID

F. No. AIIMS/DEO/PARKING SERVICES/2020-21/06 **Dated: /06/2021**

1. On behalf of Director, All India Institute of Medical Sciences (AIIMS) Deoghar, e-tenders in Two Bid System (Technical bid and Financial bid) are invited from Reputed, Eligible and Qualified Tenderer to enter into rate contract for **Management of CAR/ SCOOTER/AUTO/CYCLE parking Areas and control of traffic at Hospital Complex, AIIMS Deoghar.**

SCHEDULE	Table-1
Date of issue of Bid Document	3/08/2021
Last Date & Time for Receipt of Bids	26/08/2021
Physical submission of EMD and Tender document fees	26/08/2021 16:00Hrs.
On-line opening of Bids (Qualification bids)	03/08/2021 12:00Hrs.
Date & Time for opening of Financial Bids	Will be intimated to all qualified bidder after evolution of qualification of bid
Place of Opening the Bid	AIIMS, Deoghar
Validity of Bid	180 days after Bid Opening
Date of Pre -Bid Meeting at Deoghar	19/08/2021
Earnest Money Deposit	Rs. 1,00,000/- (Rs One lakh only) By Demand Darft in favor of AIIMS Deoghar Payable at Patna.
Performance Security	Rs. 2,00,000/- (Rs. Two lakh only) By Fixed Deposit Receipt/DD/Bank Guarantee in favour of AIIMS Deoghar Payable at Patna.
Place of opening of bids	All India Institute of Medical Sciences (AIIMS), Deoghar.PTI Campus, Daburgram, Jasidih, Jharkhand- 814142
Address for communication	F/I, Tendring AIIMS Deoghar PTI Campus, Daburgram, Jasidih, Jharkhand- 814142.

Scope of Work:-

1. Bids shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>.

2. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.

3. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the „Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>“.

4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5. The Hard Copy of original in respect of earnest money deposit and tender fee etc. must be delivered to AIIMS, Deoghar on or before last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected. The scanned copy of the EMD and Tender fee should be attached in the technical bid.

6. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

7. Any future clarification and / or corrigendum(s) shall be communicated through Faculty In Charge Tendering on the AIIMS, Deoghar website : www.aiimsdeoghar.edu.in and Central Government Procurement Website <https://eprocure.gov.in/eprocure/app>. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.

8. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.

9. The pre bid conference would be held on **19-08-2021 at 03.00 PM** in the office of Tender Opening Room, AIIMS, Deoghar. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letterhead.

10. All the duly filled/completed pages of the tender should be given serial/page number on each page and signed by the owner of the firm or his Authorized signatory with seal of firm. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages / incomplete / partial / part of tender if submitted will be rejected out rightly.

11. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and over writing will not be accepted and tender would be rejected.

SECTION-II

BIDFORM

**To,
The Executive Director.
AIIMS, Deoghar
PTI , Campus Daburgram
Jasidih, Deoghar-814142
Jharkhand**

Dear Sir,

Having read the terms & conditions mentioned in the bid document, including addenda's (the receipt of which have been duly acknowledged), we offer to provide parking service 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 -----.

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 AIIMS, Deoghar payable at Patna for a sum equivalent to 2,00,000/- (Two Lakh Only) 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 stamps 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 of 2020 .

Witness

Address of witness

Signature of the Bidder

SECTION III

INSTRUCTION TO BIDDERS

1. (i) **Bid Security:** -The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table-I along with the Technical Bid by way of demand draft / FD / TD / CD in favor of “AIIMS, Deoghar” draw non any Nationalized Bank / Scheduled Bank and payable at Patna and must be valid for (6) six month. Bids received without tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The original EMD will be put in cover-I containing with Technical bid.

- a) The Public Sector Undertaking of the Central / State Govt. / MSEs / MSME / Registered with Central Purchase Organization are exempted from furnishing Earnest Money along with tender, **subject to submission of its valid proof.**
- b) The firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
- c) Earnest Money deposited with AIIMS, Deoghar in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.

(ii) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information / documents furnished in its tender is incorrect or false.

14. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.

15. Bidders are not allowed to submit more than one bid for the same / similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.

16. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favor and also required to furnish the **Security Deposit of Rs. 2 Lakhs** in the form of FD/BG/TD/CD for **three months extra of the**

contract period from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Deoghar & payable at Patna. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above after its validation for the required period. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 21 (twenty- one) days after the issue of **Letter of Award** of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favor automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Deoghar.

17. The bid shall be valid and open for acceptance by the competent authority of AIIMS Deoghar for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.

18. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

19. The competent authority of AIIMS, Deoghar reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Deoghar also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions / specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

20. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.

21. The tender form is not transferable.

22. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected outrightly.

23. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.

24. The bidders should have furnished a copy of GST/S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

25. **Turnover provisions:** - (i) The tenderers should submit along with the tender, a photo state copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.

26. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of in car creation provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.

27. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

28. **Legal Jurisdiction:** -The Courts at Deoghar alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

ApplicableLaw:

29. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings /processing.

30. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Deoghar, Jhrkhand India only.

31. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Executive Director, AIIMS Deoghar and his decision shall be final and binding upon both the parties.

32. Eligibility criteria for bidders:

Bidders meeting following criteria shall only be eligible for submitting bid. Bidders who fail to meet the below mentioned applicable criteria, their bid shall not be considered for evaluation.

- The Bidder should have experience of at least three years as parking contract or in govt hospitals /govt. organizations/semi govt./state govt. organizations.
- The Bidder should be registered with ESI and EPF.
- The tenderer has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm and the firm has not been blacklisted in the past by any Govt. or Private Organization.
- The tenderers shall have Average financial turnover of **Rs. 25 Lacs** in each financial year for the last three financial year.
i.e. 2017-18, 2018-19, 2019-20 duly supported by profit and loss account signed by chartered accountant.

33. Financial Bid:

- **The rate contract will be awarded to the firm who will quote the maximum license fee/month.**

SECTION-IV

TERMS AND CONDITIONS OF THE RATE CONTRACT AGREEMENT

It is necessary to manage and control the Cycle/Scooter & Car Parking areas in the AIIMS Campus with a view to ensure adequate, orderliness and safety of vehicles and to control flow of traffic.

1. The period of contract shall be effective for One year which may be extended for a further period of one year at the discretion of the Executive Director, AIIMS Deoghar on the existing terms and conditions.
2. **The duties and responsibilities of the contractor will be as follows:-**
 - The Licensee shall install electronic boom barriers, booth, computers, etc on built operate transfer (BoT) concept at its own cost at entry/exit path of each parking gate to issue the computerized car parking tickets with time providing automatic or semi automated car access control. RFID(Radio Frequency Identification Cards) shall be provided separately by contractor to users as per requirement as and when required /implemented -once in a time user, monthly passes for daily users, employees.
 - When tender tenure finishes, licensee cannot remove these installations.
 - To manage the Cycle / Scooter / Car parking areas, ear marked for the purpose within the AIIMS OPD and Emergency Area and charge the requisite fee pre-prescribed through providing paid parking slips for the purpose by the hospital authorities / Director, AIIMS Deoghar from time to time.
 - The receipts shall be printed by contractor & the each & every receipt shall be stamped by AIIMS.
 - To manage the flow of traffic within (the AIIMS areas of) the main Campus of the AIIMS.
 - To ensure that the flow of traffic is maintained without any hindrance and that roads meant for one way traffic are manned and that vehicles are not allowed to violate such instructions, which may be, issued from time to time.
 - To provide adequate manpower to effectively run the services as mentioned above.

3. CONTRACTOR SHALL MAINTAIN THE FOLLOWING PARKING AREAS AND THE TIMES FOR THEIR OPERATION AS DETAILS GIVEN BELOW:-

PARKING: General Public Parking area & Emergency

Parking areas identified by AIIMS Deoghar authorities – **Round the clock – minimum tariff should be Charged as given below.**

Total Area :13000 Sqm, comprising at different places in campus.

- Besides managing different parking lots, parking contractor will be responsible to control traffic flow in the Institute under the overall guidance of the Institute authorities. The Executive Director, AIIMS Deoghar, may resume the space(s) of the parking area before the expiry of the contract, if it is considered necessary to do so in the hospital interest of the Institute/public. The contractor shall not construct any building/room at the space of parking areas within the AIIMS Deoghar Campus.
- The contractor shall be responsible for the safe custody of the vehicles (cars, scooters, motorcycle etc. including helmets) parked within the specified parking areas both for the general public and staff and shall be liable for the damages in case of loss of vehicles or its fixtures or components which may occur as a result of any theft, tampering or due to any other reasons during the period these have been parked under his custody.

4. The contractor shall receive/collect the following charges (including all taxes) from the general public:

A. CAR/AUTO PARKING:

Rs.20/- per 12 hours including GST

B. SCOOTER/MOTORCYCLE:

Rs.10- per 12 hours including GST

C. CYCLE:

Rs.5

D. Heavy Vehicle Bus, Tractor, Truck etc.

Rs. 100/- per 12 hours including GST

- The AMBULANCES, Cars of COUNCILLORS, MLAs, Members of Parliament, Ministers, Staff Cars of the AIIMS Deoghar Doctors, Staff and Government Officials and other VIP"s as specified from time to time will be entitled to park their cars free of charge on specified stands and their safe custody shall be the responsibility of the contractor.
- The contractor shall be responsible for the notice boards displaying schedule of rates and to ensure that the rates etc. are not tampered with/altered/erased/covered by any persons. Any such lapse viz. Removal of boards and of tampering with/altering/erasing covering with any things on the boards, will be viewed severely and a penalty of Rs.100/-on each occasion/lapse will be charged irrespective of whether such acts are done by agents of contractor or not. The decision of the Executive Director, AIIMS Deoghar in this shall be final and binding on the contractor.
- A penalty of Rs.1000/- shall be levied for non-observance of good behavior with the public and the staff or for over charging for each complaint/incident. Apart from this AIIMS Deoghar authorities shall also reserve the right to cancel the contract by giving one month"s notice. The Director, AIIMS Deoghar, shall also be empowered to cancel the contract, forthwith without any notice for reasons to be recorded. The contractor shall on such cancellation vacate the site within 24 hours. The complaints from the General Public and the staff for the harassment /misbehavior/overcharging or for loss (es) or damages to the vehicles shall be enquired into by the Executive Director, AIIMS Deoghar or his authorized representative and the penalty on account of loss(es) or damages shall be recovered from the contractor.
- The staff employed by the contractor for parking lot will be in proper Uniform with printed names on the Shirt. The contractor shall be responsible to ensure that his workers come in Uniform on duty and display their name plates on the pocket of their shirt and they come in neat and clean uniform. The cost of the uniform and nameplates etc. will be borne by the contractor. In case any worker is found not in proper uniform as mentioned above, a penalty of Rs.200/-per person per day shall be charged.
- The contractor shall ensure that Cycle/Scooter/Cars are parked only in notified parking areas andasumofRs100/-will be levied as fine each time

for wrong parking or in case any vehicle is found to be parked in areas

not earmarked as parking areas and the same will be recovered from the contractor. Different type of tickets/coupons are to be printed with „AIIMS Deoghar” only by the contractor at his own cost and only these tickets/coupons will be used in all parking lots. The number of tickets/coupons to be printed at any given point of time will not be less than the estimated requirements for a period of at least three months and he will maintain a register showing serial numbers of all types of ticket, coupons, daily issue and consumption. Executive Director, AIIMS Deoghar or his authorized representative will have the right to check various parking areas at any time during the working hours. Any case of misuse/non-use of tickets coming to the notice as a result of such checks will render the second party liable for a penalty of Rs.1,000/- for each case. The decision of the Executive Director, AIIMS Deoghar shall be final and binding and will not be challenged by the contractor in any manner what so ever.

- The AIIMS Deoghar Authorities will have the right to issue its own complimentary Passes to the distinguished visitors, Government officials etc. These passes will bear the signature of the Executive Director, AIIMS Deoghar or his representative and the insignia of the Hospital and will be known as „complimentary parking pass”. The contractor shall however, issue token receipts which will be printed separately for this purpose and the contractor will be fully responsible for its safe custody as in the case of paid parking.

Remark: All types of vehicles are exempted from any charges belonging to Officers/staff/employees of AIIMS Deoghar.

5. CONTROL OF TRAFFIC:

- The contractor shall deploy adequate number of traffic marshals/ guides at the following locations for duration indicated against each:-
 - a) MAIN Gate: (8.00 A.M. to 8.00 P.M.)
 - b) Emergency area: -do-
 - c) O.P.D.: -do-
- The contractor shall ensure that various Instructions issued from time to time regarding movement of different kinds of vehicles etc: are strictly enforced. The Executive Director, AIIMS Deoghar or his authorized representative will issue detailed Instructions regarding one way traffic, speed limit, and timing etc.

- The contractor shall be liable to a penalty amounting to Rs.100/-per day if personnel on duty are found missing or are not performing their duty or not in proper uniform during the hours indicated above.
- The contractor shall ensure proper maintenance of various traffic and other signboards installed in the institutional areas.
- The contractor shall ensure restrictions on the movement of such vehicles as are notified from time to time by hospital authorities.
- The contractor shall ensure that vehicles parked in „No Parking“ areas are towed away to a pre- designated place within reasonable time at his own expenses. In case damages are caused, the Executive Director, AIIMS Deoghar or his authorized representative shall be the final authority to decide whether damages caused are attributed to act of negligence on the part of contractor & reasonable liability shall be imposed on the contractor & decision of the Executive Director, AIIMS Deoghar in this regard shall be final.
- The contractor will engage sufficient number of cranes to remove vehicles from unauthorized parking. Initially at least ONE (1) tow away crane will be engaged by the contractor. Contractor must ensure that no vehicles are parked in areas other than authorized parking, failing which the contractor shall be liable for penalty amounting to Rs.100/-per day for each less provision of tow away vehicles.

SECTION-V

GENERAL CONDITIONS .

- 6.** The contractor shall pay the security deposit of the form of FDR in favor of AIIMS Deoghar. The Monthly license fee shall be paid separately for every (3) months in advance which will mean that the license fee for the first three months will be deposited in AIIMS Deoghar through Demand Draft in favor of “AIIMS Deoghar” payable at Patna. If he fails to pay the quarterly installments by the last day of preceding quarter a penalty @ 2% per day of the amount payable shall be charged up to ten days of the quarter and after that the contract shall stand cancelled and security deposit shall be forfeited.
- 7.** The contractor shall be responsible for the timely payment of wages to the staff employed by him as provided in the minimum wages Act, and other acts/regulations in force time to time.
- 8.** The contractor or his authorized representative acceptable to Security Section of the AIIMS Deoghar should invariably make himself present in the parking areas from 8.00 A.M. to 8.00 P.M. on all days to deal with day to day parking problems/complaints failing which a penalty Rs.500/-per day for absence shall be imposed on the Contractor.
- 9.** The contractor will not sublet the contract to any other party. In case it is found that the contractor has subletted or assigned the same, the contract will be deemed to be cancelled and performance security deposit will be forfeited.
- 10.** The contractor will not be entitled to any refund, rebate or requisition in license Fee on any account whatsoever including strikes/lockout and the contractor shall be liable to pay the license fee in advance as per terms and conditions.
- 11.** The contractor shall be responsible for the safe custody of the cars/scooters/Motor cycle/Cycles parked. In case of theft, damages losses etc., the Contractor shall make good the loss to the owner of the vehicle and the decision of the Executive Director, AIIMS Deoghar in this regard shall be final and binding upon the contractor. In the event of the failure of the contractor to make good the loss, the amount will be recovered from the security deposit. The contractors monthly License fee already deposited in the AIIMS in terms of provisions contained in para 1 of general conditions of tender document.
- 12.** The contractor shall be entitled to charge maximum upto Rs10/- only in addition to normal parking fee if the token is lost by the customers. The contractor

should deliver such vehicles to their rightful owner only after cross checking the identity of the owner and after proper satisfaction about the ownership of the vehicle and shall also report such matter to the Executive Director, AIIMS Deoghar or his authorized representative.

- 13.**In case of any dispute between the contractor and the visitor / staff member the matter will be referred to the Official In-Charge (Parking) whose decision will be final and binding.
- 14.**The contractor shall arrange to provide one surety on non-judicial stamp paper duly attested by the notary or from any serving Gazetted officer as a guarantee towards the regular payment of the license fee and other dues as per contract in the Performa to be provided by AIIMS Deohar (Financial Bid).
- 15.**In case the complaints received from the visitors (written/verbal) exceed more than 30 in a year the contract shall be cancelled without any notice.
- 16.**The contractor shall employ staff only after getting the character and antecedents verified from area police station of AIIMS Deoghar and shall submit the same in original to the Security Officer. In case any person is found claiming he/she to be representative of the contractor, the contract shall be deemed to be cancelled.
- 17.**The firm / contractor will submit the partnership deed duly attested by the 1st class Magistrate in case of the firm being a partnership firm. The Contractor shall certify on their firm's letter head that the firm is not a partnership firm along with name of the proprietor.
- 18.**The firm/contractor should not have been blacklisted in the past by any other organization; if this information is found false, action as deemed fit shall be taken against the firm which could be removal of name of the firm and forfeiture of EMD.
- 19.**In the event of breach of any of the clause of the agreement, the Executive Director, AIIMS Deoghar shall cancel the permission to use the space and to resume the re-captive of the space without any notice. The contractor shall vacate the space occupied by them within 24 hours failing which he shall be removed by AIIMS Deoghar, failing which he shall be liable to pay damages Rs.3000/- per day failing which the same will be recovered from his Performance Security Deposit.
- 20.**The contractor shall not engage any staff below the age of 18 years and should

follow the labor laws and shall submit the list of workers with their names and addresses after their police verifications.

21. The Agency shall also be the responsible for providing all the benefits such as EPF, ESI, Bonus etc. to the eligible employees engaged by him, AIIMS official will have right to check such record every month. If any discrepancy found as labour act, serious action will be taken by AIIMS management.

I / We hereby accept the terms and Conditions given in the tender

.....
(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

SECTION -VI

Annexure I

**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 _____
(downloaded from website www.AIIMS, Deoghar.gov.in or E Procurement portal <http://eprocure.gov.in/eprocure/app>).

Signature Name

Name and Address of Firm

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will 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

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach AIIMS, Deoghar, PTI Campus, AIIMS, Deoghar on or before date of bid opening or to be carried by the person(s) authorized to attend bid opening on the day of bid opening)

To,

The Executive Director

AIIMS, Deoghar,

Sub: Authorization for attending bid opening for supply of Commercial Vehicle on -----

--Sir,

Following persons are, hereby, authorized to attend the bid opening for the Bid for supply of commercial vehicle called by _____

on our behalf:-

<u>Name of the Representative</u>	<u>Specimen Signature</u>
-----------------------------------	---------------------------

1.	___	_____
----	-----	-------

2.	___	_____
----	-----	-------

Any one or any two person(s) (out of above named persons) may be present at the time of bid opening.

Signature of the Bidder

(Note :- Maximum two representatives will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received/ not shown by the representative at the time of bid opening)

ANNEXURE-III

**DECLARATION REGARDING BLACKLISTING /
DEBARRING FROM TAKING PART IN GOVT. BID BY
AIIMS, Deoghar /GOVT. DEPT (to be produce on affidavit
of minimum stamp)**

I /we, _____ (Name of Individual Bidder) _____ do, hereby, declare that I / we have not been blacklisted or debarred in the past by AIIMS, Deoghar or AIIMS like institute or any other Government organization from taking part in Government Bids.

Or

I/we, _____ (Name of individual bidder) _____ do, hereby, declare that I / we

was/were blacklisted or debarred by AIIMS, Deoghar or AIIMS like instate or any government organization by _____ (Name of Govt. Dept.)

_____ from taking part in Government Bids for a period of _____ years with effect from _____. The period is over on

_____ and now I/ we are entitled to take part in Government Bids.

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s

_____ (Name of Company/Firm/Agency) _____

do, hereby, declare that the firm / company/ Agency namely M/s

_____ has not been blacklisted or debarred in the past by AIIMS, Deoghar, or AIIMS like institute or any other Government organization from taking part in Government Bids.

Or

I / we, _____ Proprietor / Partner (s)/ Director (s) _____ of M/s _____ (Name of Company/Firm/Agency) _____ do, hereby, declare that the firm / company/ Agency namely M/s _____ was blacklisted or debarred by AIIMS, Deoghar or by _____ (Name of Govt. Dept.)

_____ from taking part in Government Bids for

Seal of the firm should be Affixed

a period of _____ years with effect from _____. The period is over on _____ and now the firm/ company/ agency is entitled to take part in Government Bids. I / we are fully aware that the Bid/ contract will be rejected/ cancelled AIIMS, Deoghar, and EMD/PSD shall be forfeited if the above information is found false.

In addition to the above, AIIMS, Deoghar, will not be responsible to pay the bills for any partially completed work.

Signature

Name

Capacity in which signed

Name & address of the firm:

Note:- In case of proprietorship firm the certificate will be given by the proprietor, for

Partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

ANNEXURE- IV

Declaration on Non-Participation of near Relatives in the Bid

I _____ S/o _____

R/o_ do, hereby, declare that none of my relative(s) is/are employed in AIIMS, Deoghar, Jharkhand . In case at any stage, it is found that the information given by me is false/incorrect, AIIMS, Deoghar, shall have the absolute and full right to take any action as deemed fit without any prior intimation to me.

Signature _____

Name _____

Capacity in which signed _____

Name & address of the firm: _____

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

BIDDER's PROFILE

Passport size photograph of the Bidder/authorize d signatory holding letter of authorization.
--

General:

- 1 Name of the Bidder.....

- 2 Name of the authorized person signing and submitting the Bid whose photograph is affixed:-
Shri/Smt.....

(a. In case of Individual/Proprietary/Partnership firms, an authority letter must be issued by the Individual /Proprietor/ any Partner only, as the case may be. However, in case of Private Limited or Public Limited company, authorized signatory, normally Secretary of the company/ a Director of the company must issue the authority letter.

b. Bidder must submit the self-attested copy of the PAN card / Passport/ Aadhar Card of the Individual or proprietor or authorized partner (in case of Partnership firm) or authorized signatory (in case of Private Limited or Public Limited firms) who is issuing the authority letter.)

- 3 Address of the Bidder:
.....
.....

- 4 Correspondence Address (if different than Sl.No.3):.....
.....
...

- 5 (a) Tel no. with STD code(O).....(Fax).....(R).....
(b) E-Mail ID (if any)

6a. Registration & incorporation particulars of the Bidder (if not an individual) :

i) Proprietorship

ii) Partnership

iii) Private Limited

iv) Public Limited

6b. Self-attested copies of documents of registration/ incorporation of the firm as required by law is to be submitted along with bid document.

7. Name _____ of _____ Proprietor/Partners/Directors
.....
(in case of company/ firm/ agency)

8. It is stated that Original Authority Letter (in respect of authorized person mentioned at Sl. No. 2) is attached.

9. It is, further, stated that the self-attested copy of PAN card / Passport/ Aadhar Card of authorized person (authorized to sign the Bid document) is, also, attached.

10. It is clearly understood that the bid is likely to be rejected if photograph of authorized person (mentioned at Sl. No. 2) and affixed above do not match with photograph on PAN Card/ Passport/ Aadhar Card.

I/We, hereby, declare that the information furnished above is true and correct to the best of our knowledge.

Place:-

Signature of Bidder/Authorized

Signatory Date:-

Name of the Bidder.....

Seal of the Bidder.

SECTION - VII

ORDER FOR UPLOADING OF DOCUMENTS OF QUALIFICATION BID.

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

- i. DD for Document fee;
- ii. DD for Earnest money deposit;
- iii. Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance;
- iv. Duly filled and signed Bid form at section II and Bidders profile at Annexure -V of section VII.
- v. Self attested copy of Certificate of Registration/ Incorporation of the company/ firm/ agency (if bidder is other than individual).
- vi. Self attested copy of PAN Card/ GIR No. of the Bidder.
- vii. Self Attested copy of the IT return filed for the last three financial years (FY 2017-18, 2018-19& 2019-20) & experience certificate.
- viii. Original Authority Letter in respect of authorized person (authorized to sign the bid document), provided authorized person is different than bidder.
- ix. Turn over certificate.
- x. Declaration as per Annexure- IV of Section VI regarding no relative working in AIIMS, Deoghar duly filled and It is signed by Proprietor/ all Partners/All Directors (As the case maybe).
- xi. Declaration as per Annexure- I of Section VI regarding non-tampering of tender document in cases of downloaded tender, duly filled and it is signed by Proprietor/ Partner/ Director (As the case maybe)
- xii. Declaration as per Annexure -III of Section VI about blacklist/Debarring, duly filled and it is signed by Proprietor/ All Partners/All Directors (As the case maybe).
- xiii. Schedule of items & rates (Section-IX).
- xiv. Financial Bid (Section – X).

SECTION VIII

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / n Code / e Mudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other

keywords etc. to search for a tender published on the CPP Portal.

- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- Please note the Number of cover sin which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No. : AIIMS/R/CS/Hospital/17/705/ Page 14 of 15 formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, audit or certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents“ area available to them to upload such documents. These documents may be directly submitted from the “My Space” are a while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - The bidder has to digitally sign and upload the required bid documents one by one
-

as indicated in the tender document.

- Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using these cured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key
- Further this key is subjected to asymmetric encryption using buyers/bid opener"s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission parking age & a bid Tender No. Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the

submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.

SECTION-IX

TECHNICAL

BID

(Documents to be attached/scanned in “Technical Bid”)

1. Name & Address of the interested firm with phone number, email, name and telephone/mobile	
2. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
3. Please attach registrations with ESI and EPF.	
4. Please attach experience/performance letters from any govt. hospital/govt. organizations/semi govt. organizations/state govt. organizations. Bidder should have experience of three years in managing parking services in any of above organizations.	
5. Please attach copy of last three years” of Income Tax Return	
6. Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 50 lakh duly certified by the Chartered Accountant) b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover. d. Start-ups may submit its Start-up Registration for consideration (<i>Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions.However, it will not mandatory</i>)	
7. PAN No. (Please attach copy)	
8. GST/VAT/Service Tax Registration Number. (Please attach copy)	
9. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	
10. Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police/CBI/Vigilance against the Proprietor/firm/partner or the Company (Agency).Please also declare that proprietor/firm/company has never been black listed/debarred by any organization. Indicate any convictions in the past against the Company/firm/partner.	
12. . An oath certificate to this effect may be enclosed on Rs.10 notarized stamp paper.	

13. Details of the FD/DD/TD/CD of bid security (EMD) FD/DD/TD/CD No: Date: Payable at-	Detail of cost of Tender for Rs. 1500/- (if downloaded from website) DD No. Date: Payable at-
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**Chapter-II (Schedule of
requirements& EMD) Table-I**

Details and EMD

S.No.	Item	EMD
1	MANAGEMENT OF CAR/SCOOTER/AUTO/CYCLE PARKING AREAS AND CONTROL OF TRAFFIC AT, AIIMS DEOGHAR ON CONTRACT BASIS	INR 1,00,000/-

**PROFORMA FOR CRIMINAL
LIABILITY UNDERTAKING (On
Rs.10/- STAMP PAPER)**

AFFIDAVIT

**AIIMS Deoghar Parking Stand & Traffic Management Tender for the year
2021-22**

I.....S/o.....
.....
.....resident of (complete
address).....
.....do solemnly
pledge and affirm :

2. That I am the Proprietor / authorized representative of
M/s.....

3. That no case of any nature, i.e., CBI/FEMA Criminal case/ Income Tax

//VAT/Service Tax/ Blacklisting is pending against my firm.

Signature of the Tenderer

Rubber Stamp of the Tenderer

SECTION-X

**FINANCIAL BID
(to be put in a separate envelop)**

**NAME OF WORK: MANAGEMENT OF CAR/SCOOTER/AUTO/CYCLE
PARKING AREAS AND
CONTROL OF TRAFFIC AT, AIIMS, DEOGHAR ON CONTRACT BASIS**

Sr. Number	Monthly Contract amount/Bid amount including GST
1	(In figures)
2	(In words)

SECTION-XI

Integrity Pact

(On Non-Judicial Stamp Paper of ₹.100)

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 a 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)

- a) 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.
 - 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) 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 the contract, 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 of 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

1. 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.
2. 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.
3. 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 their project documentation. The same is applicable to Sub-contractors.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 Bidder's 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 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
Bidder/Contractor Office Seal

For & on behalf of
Office Seal

Place : _____

Date : _____

Witness 1 : _____

Witness 2 : __
