



ALL INDIA INSTITUTE OF MEDICAL SCIENCES DEOGHAR

Name of Work: - Installation of MS Steel Gate in Mortuary Department of FMT at AIIMS Deoghar

JAN-2026

TENDER DOCUMENT

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Deoghar -814152 (Jharkhand)**

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Name of Work: - Installation of MS Steel Gate in Mortuary Department of FMT at AIIMS Deoghar

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**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
Deoghar-814152 (Jharkhand)**

1. Notice Inviting e-Tender.

Executive Engineer, AIIMS Deoghar on behalf of the Executive Director AIIMS Deoghar, invites Percentage Rate E- tender on prescribed tender documents under two bid system (Technical and Financial Bid) for the work of “ **Installation of MS Steel Gate in Mortuary Department of FMT at AIIMS Deoghar** ”; from the eligible and interested bidders who are well equipped, experience, financially sound contractors/firms for the following works. Tender notice available on

www.eprocure.gov.in/eprocure/app, www.Aiimsdeoghar.edu.in

a)	Bidding Document No.	25/EE/AIIMS/Deo/2025-26
b)	Name of Work	Installation of MS Steel Gate in Mortuary Department of FMT at AIIMS Deoghar
c)	Estimated cost put to the Tender	Rs.2,07,600/- (Rupees two lakh seven thousand six hundred only)
d)	Period for completion	30 days
e)	Cost of Tender document.	NIL
f)	Earnest Money Deposit (EMD)	<p>Earnest money Deposit (EMD) of Rs.4500/- (Four thousand five hundred rupees only) to be deposited in the account through NEFT/RTGS: Bank details are mentioned below.</p> <p style="text-align: center;">Bank Name-State Bank of India IFSC CODE: SBIN0064014 Account No: 41792595056</p> <p style="text-align: center;">OR</p> <p>EMD is to be deposited in form of FDR/DD/Bank Guarantee from scheduled commercial banks in favor of AIIMS Deoghar and submit the details of EMD at the time of bid preparation.</p> <p>The EMD shall be valid for minimum period of 180 days from the last day of submission of tender.</p>
g)	Bid Submission Start Date and Time	15-01-2026 on 03:00 PM
h)	Bid Submission last Date and Time	05-02-2026 on 03:00 PM

i)	Date and Time for Opening of Bids (Technical Bid)	06-02-2026 on 03:30 PM
j)	Defect Liability Period	One Year from the date of completion.
k)	Validity of Offer	180 Days from the date of opening of price bid
l)	Address for Communication	Engineering Department, Fire Station at All India Institute of Medical Sciences, Deoghar-814152 E-mail: www.engineering@aiimsdeoghar.edu.in

The tender document can also be downloaded from website. Corrigendum, if any would appear on the www.eprocure.gov.in/eprocure/app and AIIMS Deoghar website E-mail: www.Aiimsdeoghar.edu.in. reserves the right to reject any or all the tenders in part or full without assigning any reasons thereof.

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2. 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

- 1) 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify /n Code / e Mudra etc.), with their profile.
- 5) 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 DSCs to others which may lead to misuse.
- 6) 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

- 1) 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.
- 2) 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.
- 3) 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

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) 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 covers in which the bid documents must 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.

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

4) 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, auditor 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” area 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.

Note: My Documents space is only depository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) 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.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder must select the payment option as “online” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document.

5) 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 colored (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.

6) 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.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption 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 the secured 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.

8) The uploaded tender documents become read able only after the tender opening by the authorized bid openers.

9) 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 message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary must 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

1) 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.

2) 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.

3. Information and instructions for Bidder

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE.

- a. Information and instructions for Contractors will form part of NIT and to be uploaded on AIIMS DEOGHAR website.
- b. The bid document consisting of scope of works and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.eprocure.gov.in/eprocure/app>. But the bid can only be submitted after uploading the mandatory scanned documents such as EMD and other documents as per tender document.
- c. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- d. The bidder must ensure to quote rate for each items separately in the specified column. If any column of rate against any item remains left blank by the bidder, it shall be treated that the bidder has quoted nil rate for that, and the item will be executed by the bidder free of cost.
- e. AIIMS Deoghar shall not be responsible for non-receipt bid due to internet issues or any other reasons.
- f. The work is estimated to cost **Rs.2,07,600/-** This estimate, however, is given merely as a rough guide.
- g. Tender documents consisting of specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen on website <http://www.eprocure.gov.in/eprocure/app>.
- h. The information and instructions for tenderers/bidders posted on the website shall form part of bid/tender documents.
- i. The bid can only be submitted after scanning and uploading the mandatory details within the period of tender submission as per critical data sheet.
- j. The documents submitted shall be opened as per scheduled time mentioned.
- k. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit (EMD if applicable) placed are found in order.
- l. AIIMS Deoghar will deduct a sum at the rate of 2.5% of the bill as security deposit. Security deposit shall be refunded after defects liability period.

- m. The successful bidder must submit a performance guarantee (P.G.) of 5% of the tender amount within 10 days from the date of issue or letter of Acceptance (LOA). The guarantee shall be in the form of DD/BG/FDR of any schedule bank in favour of AIIMS Deoghar, payable at AIIMS Deoghar.
- n. There shall be defect liability period of One Year from date of successful completion/handover. During defect liability period, contractor must rectify/replace defected items.
- o. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. Will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- p. The competent authority does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put for by the tenderer shall be summarily rejected.
- q. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- r. Tender for the works shall remain open for acceptance for a period of One hundred and Eighty days (180) from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the tender shall not be allowed to participate in the re-tendering process of work.
- s. In case the contractor fails to commence the work specified in the tender documents on 7th day or such time as may be mentioned in the letter of award or from the date of handing over the site wherever is later, the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

- t. The bidders may contact to Assistant Engineer Civil (Mob No.9031597926), AIIMS Deoghar /Query through (Email-www.engineering@aiimsdeoghar.edu.in) for any clarification during the office hrs.
- u. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded. The Bids sent through, E-mail, by hand and/or by post shall not be accepted/processed in any case.
- v. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The AIIMS preserves the right to accept or reject any or all the tenders.
- w. Conditional tenders will be summarily rejected.

4. Eligibility Criteria:

Contractors/vendors who fulfill the following requirements shall be eligible to apply. The joint ventures are not accepted.

- a) Experience of having completed during the last 7 years following 'similar works' ending last day of the month before the one in which applications invited:

Three similar works each costing not less than the amount equal to 40% of the estimated cost.

OR

Two similar works each costing not less than the amount equal to 60% of the estimated cost.

OR

One similar work each costing not less than the amount equal to 80% of the estimated cost.

- A similar work means **"Work related to MS or SS /MS or SS Fabrication Work.**
- "Certificates of work experience, issued **by Any Government Institution / Ministries / Department / Autonomous Bodies / Public Sector Undertaking under Government of India or any state Govt** the rank not below Executive Engineer or equivalent.
- The value of executed works shall be brought to current Costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of bids.
- A Completion certificate from Client must be submitted by the bidder along with BOQ/Agreement/Work order.

- b) Should have average annual financial turnover amounting at least 50% of the estimated cost of the work during the last three consecutive financial years ending on 31.03.2025 duly audited and certified by a Chartered Accountant.

- c) Should have valid PAN (Permanent Account Number of Income Tax) & GST Registration no. Copies of documentary evidence to be submitted.

- d) The bidder should submit EPF & ESIC registration certificate, or an undertaking may be submitted for compliance of EPF & ESIC as per govt. of India.

- e) Scanned copy of original banker certificate issued by any scheduled bank, not older than six months.

- f) Banker's certificate as per Annexure IV duly signed & stamped by issuing bank.

5) List of Documents to be uploaded along with technical bid:

- a) Scanned copy of printout of EMD submission.
- b) Scanned copy of Experience certificates.
- c) Scanned copy of GST No and Scanned copy of Pan Card.
- d) Scanned copy of Average Annual Turnover certificate duly certified by CA or Audited Annual Accounts for last three financial years i.e.,2022-23, 2023-24and 2024-25.
- e) Scanned copy of original banker certificate issued by any scheduled bank, not older than six months.
- f) Scanned copy of EPF & ESIC registration certificate, or an undertaking may be submitted for compliance of EPF & ESIC as per govt. of india.
- g) Scanned copy of Annexure-I to VI.

Note: -Technical Bid will be evaluated along with above mentioned documents/credential.

6) Checklist

S.NO	INFORMATION FOR BIDDER	REMARKS	REFER PAGE NO. OF SUBMITTED BID
1	Duly signed with company seal on each Page of Notice Inviting Tender (& its corrigendum if any)	Yes/No	
2	Earnest Money Deposited	Yes/No	
3	Whether three similar works each of value not less than 40% of the estimated cost put to the tender OR two similar works each of value not less than 60% of the estimated cost put to Tender OR One similar works each of value not less than 80% of the estimated cost put to Tender with completion certificate along with purchase/work order (details provided)	Yes/No	
4	Work Completion Certificate of Similar Work	Yes/No	
5	Copy of EPF & ESIC registration certificate, or an undertaking may be submitted for compliance of EPF & ESIC as per govt. of India.	Yes/No	
6	Copy of PAN Card	Yes/No	
7	Annual Financial Turnover should be at least 50% of the estimated cost put to tender and Average financial turnover during the immediate last three consecutive financial years, duly audited. And certified by the chartered Accountant	Yes/No	
8	Copy of GST Registration	Yes/No	
9	Banker Certificate should be no more than 6-month-old.	Yes/No	
10	Integrity Pact (duly filled & signed)	Yes/No	
11	Annexure-I (duly filled & signed)	Yes/No	
12	Annexure-II (duly filled & signed)	Yes/No	
13	Annexure-III (duly filled & signed)	Yes/No	
14	Annexure-IV (duly filled & signed)	Yes/No	
15	Annexure-V (duly filled & signed)	Yes/No	
16	Annexure-VI (duly filled & signed)	Yes/No	
17	Check list filled (duly filled & signed)	Yes/No	

7) General terms and Conditions

- 1) No interest will be payable by the AIIMS on the Earnest Money Deposit. The earnest money of all the unsuccessful tenderers will be returned to them at the earliest.
- 2) Engaged manpower should not be paid less than minimum wages and allowances notified by Govt. time to time. Wage payment details of engaged manpower should be furnished to AIIMS when asked. Agency must follow all labour relevant act and regulation. Compensation if any shall be paid by the Agency.
- 3) At any stage, if it is opined by AIIMS Authority that the agency is not performing satisfactorily as per bid requirement, AIIMS reverses right to terminate the contract as deemed fit after giving 7 days' notice. In such a situation, AIIMS may engage another agency on contractor's Risk and Cost. The security deposit of the agency will be forfeited by the Institute, if agency leaves the contract before contract ending period or non-completion of the full contract.
- 4) All safety measures will be the responsibility of agency at their own cost. The agency will be solely held responsible for any accident occurring due to non-compliances of safety measures.
- 5) Copies of drawings pertaining to the work is attached.
- 6) AIIMS reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- 7) AIIMS shall have the right to verify the particulars furnished by the bidder independently.
- 8) Additional conditions specifications, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 9) The acceptance of a tender will rest with the Competent Authority AIIMS Deoghar who does not bind him to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in all respects are liable to be rejected.
- 10) The rates quoted against work should be for the complete finished item of Work and include all labour, material, taxes, overhead, duties, cess, insurance etc. GST or any other tax in respect of this Contract shall be payable by the contractor and AIIMS will not entertain any claim

whatsoever in this respect. So, the rates are to be quoted are inclusive of all taxes.

11. Rate are also inclusive of payment to the Labour Department in accordance with the prevailing Labour law, including all statutory liability fixed by the Labour commissioner or any other law enforcement agency.
12. Agency shall be solely responsible for payment of wages/salaries and allowances to their personnel as per the rules or act applicable under government order. All central, state, local laws & bye laws applicable will be obeyed by the agency.
13. Without taking prior approval from the AIIMS /Engineer-in -charge, no fittings/materials will be removed for the purpose of repairs/replacement.
14. The agency shall further keep the AIIMS/Engineer-in-charge indemnified against any loss to the AIIMS property and assets. The AIIMS shall have further right to adjust and/or deduct any of the amounts as afore said from the payments due to the agency under this contract.
15. The agency shall ensure that the persons so deployed do not allow any property of the AIIMS related to Equipment's to be taken out of the premises without a Gate Pass signed by the designated officials of the AIIMS.
16. The agency shall comply with the statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them. The agency shall indemnify the Institute against all claims which may be made upon the Institute whether under the aforesaid statutes or any other statute in force during the currency of this contract.
17. Agency shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The agency shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The agency shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the AIIMS Deoghar, a sum as may be claimed by AIIMS Deoghar.

18. Agency shall keep the AIIMS Deoghar indemnified against all claims whatsoever in respect of the employees deployed by the agency, in case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the agency to contest the same. In case AIIMS Deoghar is made party and is supposed to contest the case, the AIIMS Deoghar will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the agency to AIIMS Deoghar on demand. Further, the agency shall ensure that no financial or any other liability comes on AIIMS Deoghar in this respect of any nature whatsoever and shall keep AIIMS Deoghar indemnified in this respect.
19. Income tax/ other applicable taxes if any will be deducted at source as per the rules in force from the bill and the amount so deducted will be credited to the Income tax/concerned authority and a certificate of the amount credit will be issued by the Account Section of Institute.
20. Institute reserve the right to curtail or enhance the scope of work either by deletion of certain items entirely or by reducing/increasing the quantities of certain items as required and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.
21. In the event of any question, dispute/difference arising under the agreement or in connection here with (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Director, AIIMS Deoghar & his decision will be final and binding.
22. AIIMS Deoghar shall not be responsible for any expense incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process.
23. The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
24. Bidder should not be under liquidation, court receivership or similar proceeding and shall submit certificate for the same.
25. **Penalty Clauses:** If work is not carried out as per schedule, a penalty will be imposed @ 0.5% per week subject to the maximum of 10% of total bill value.
26. Each tender shall be accompanied by earnest money of 2% of estimated cost.

27. The successful bidder shall have to submit a PBG of 5% of the tender amount within 10 days from the date of issue of work order. This shall be in the form of DD/BG/FDR of any schedule bank in favour of, AIIMS Deoghar payable at Deoghar.
28. Any non-tendered items executed during construction for completion of works shall be paid on current DSR/Market rates for schedule items and non-schedule items respectively.
29. Payment will be done after 100 % completion of work respective given work order.
30. Payment Terms: 100 % Payment will be released after completion of against work order and submission of following documents:
- (i) Work completion certificate
 - (ii) Tax invoice
 - (iii) Security deposit 2.5 % shall be deducted.

31. Force Majeure: -

- a. Notwithstanding the provisions stated above, failure to provide the services by agency shall not be liable for forfeiture of its security or penalty & not be constructed as breach of contract at an event of force majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods.
- c. If a Force Majeure situation arises, the agency/ service provider shall promptly notify the Engineer In-Charge in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

32. Theft of Parts: - Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the agency.

33. JURISDICTION: Disputes of any nature that may be arise in connection with the execution of this order shall be governed by the laws of India and subject to the jurisdiction of courts situated in Deoghar, India only.

ANNEXURE- I

TENDER ACCEPTANCE LETTER

(On Company/ Firm's Letter Head)

To,
The Executive Engineer(c)
AIIMS Deoghar –814152.

Date:

Sir,

Ref: Tender No. 25/EE/AIIMS/Deo/2025-26 for “Installation of MS Steel Gate in Mortuary Department of FMT at AIIMS Deoghar”

I/we have carefully gone through the Terms Conditions as mentioned in the above referred Tender document as per your advertisement, given in the above-mentioned website(s).

1. I/we declare that all the provisions of this Tender are unconditionally acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide here by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department /organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/we certify that all information furnished by the our Firm is true and correct and if at any stage, it has been found that the agency has furnished any wrong declaration /forged documents, the Competent Authority of AIIMS Deoghar may terminate contract with immediate effect without assigning any reason there of and suitable legal action should be taken against the agency which may include blacklisting / debarment from participating in any tender of AIIMS Deoghar for the period, approved by the competent authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-II

DECLARATION OF ANNUAL TURN OVER

(On Company/ firm's Letter head)

To,
The Executive Engineer(c)
Deoghar –814152.

Date:

Sir,

Ref: Tender No. 25/EE/AIIMS/Deo/2025-26 For “Installation of MS Steel Gate in Mortuary Department of FMT at AIIMS Deoghar”

1)I/we hereby declare that our firm’s Annual Turnover as follows, and I/we have also supported an Audited Accounts/C. A Certificate for your references:

F. Y.2022–23	
F.Y.2023 –24	
F.Y.2024 –25	

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE- III

BANK DETAILS OF THE FIRM

Name of the Firm:

Registered/Postal Address:

1.	Permanent Account Number (PAN) No	
2.	GST Registration No.	
3.	BANK DETAILS:	
a.	Bank Name	
b.	Branch Address	
c.	Account No	
d.	Type of Account (Current/Savings)	
e.	MICR No.	
f.	IFSC Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature

ANNEXURE- IV

FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK

To,
The Executive Director
AIIMS Deoghar - 814152

This is to certify that to the best of our knowledge and information that M/s./Shri
..... having marginally noted address, a customer of our bank.
are/is respectable and can be treated as good for any engagement up to a limit of
Rs..... (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any.
of the officers. This certificate is valid for six months from the issued of this letter.

(Signature of Branch Manager)
For the Bank

ANNEXURE- V
PERFORMANCE GUARANTEE

BANK GUARANTEE BOND

1. In consideration of the Registrar, AIIMS Deoghar (All India Institute of Medical Sciences Deoghar) having agreed.
under the terms and conditions of agreement No. _____ dated _____
_____ made between _____ and _____ (hereinafter called "the
contractor(s)") _____ for the service/work _____
_____ (hereinafter called "the said
agreement") having agreed to production of an irrevocable Bank Guarantee for ` _____
(Rupees _____ only) as a security/guarantee
from the contractor(s) for compliance of his obligations in accordance with the terms and
conditions in the said agreement, we
_____ (Here in after referred to as "the Bank") hereby undertake to
pay to
the

(Indicate the name of the
Bank)
Government an amount not exceeding ` _____ (` _____ only)
ondemand by the Government.

2. We _____ do hereby undertake to pay the amounts due
and
payable
(Indicate the name of the Bank)
under this Guarantee without any demure, merely on a demand from the Registrar, AIIMS
Deoghar (All India Institute of Medical Sciences Deoghar) stating that the amount claimed is
required to meet the recoveries due or likely to be due from the said contractor(s). Any such
demand made on the bank shall be conclusive as regards the amount due and payable by the
bank under this guarantee. However, our liability under this
guarantee shall be restricted to an amount not exceeding ` _____ (Rupees
_____ only).

3. We, the said bank further undertakes to pay to the Registrar, AIIMS Deoghar any money so
demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or
proceeding pending before any court or tribunal relating thereto, our liability under this present
being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for
payment thereunder and the contractor(s) shall have no claim against us for making such
payment.

4. We _____ further agree that the guarantee herein contained
shall
(Indicate the name of the Bank)
remain in full force and effect during the period that would be taken for performance of the said
agreement and that it shall continue to be enforceable till all the dues of the Government under

or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the AIIMS Deoghar certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ further agree with the Registrar, AIIMS Deoghar that the AIIMS Deoghar
(Indicate the name of the Bank)

It have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the government or any indulgence by the Registrar, AIIMS Deoghar to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ lastly undertake not to revoke this guarantee except with
(Indicate the name of the Bank)
the previous consent of the Registrar, AIIMS Deoghar in writing.

8. This guarantee shall be valid up to _____, unless extended on demand by Registrar, AIIMS Deoghar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ` _____ only).

Dated the _____ day of _____
for _____
(Indicate the name of the Bank)

ANNEXURE- VI

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

All India Institute of Medical Sciences Deoghar represented through **Executive Engineer, AIIMS Deoghar**, (Here in after referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firms/Company)
through (Hereinafter referred to as the
(Details of duly authorized signatory)
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (**NIT No. 25/EE/AIIMS/Deo/2025-26**) (here in after referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for Construction of Shade for Incubation Center as per approved drawings at AIIMS Deoghar here in after referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidders(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 Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Blanks to be filled by Contractor/EE/)

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives, if any. Either the India agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but

not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employees or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the principal.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS Deoghar.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.

- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

11) **List of Approved Make**

	MATERIALS:	BRAND / MAKE
1.	M.S	Tata, Jindal or equivalent
2.	Mortise Lock	Godrej, Link or equivalent
3.	Hinge	Dormakaba or equivalent
4.	Door Closure	Godrej, Dormakaba, Dorset or equivalent
5.	Glass	Saint-gobain, borosil or equivalent
6.	Paint (synthetic enamel)	Nerolac, Asian or equivalent
7.	Primer	Nerolac, Asian or equivalent

INTEGRITY PACT

(On ₹ 100 Non-Judicial Stamp)

This pre-bid/pre contract Agreement (hereinafter called Integrity Pact) is made on _____ day of _____ (month & year) between ALL India Institute of Medical Sciences (AIIMS) Deoghar, Jharkhand- 814152 (Hereinafter called “AIIMS, Deoghar”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at _____ represented by Shri-----, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

Preamble

WHEREAS AIIMS, Deoghar proposes to procure, erect/construct/install under laid down organizational procedures, _____ contract/s for _____ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT/Bid No., aforesaid proposal of AIIMS Deoghar.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is AIIMS Deoghar.

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 to be entered into with a view to:

Enabling the AIIMS Deoghar/Buyer to obtain the desired said (work/ goods/ services) 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 the Bidder(s)/Contractor(s) 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 this Integrity Pact & agree as follows:

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. AIIMS Deoghar undertakes that no official of the institute, 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/contractor, 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.
 - b. AIIMS Deoghar shall treat all Bidder(s) with equity and reason during the tender process. AIIMS Deoghar shall, in, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. AIIMS Deoghar shall exclude from the process all known persons having conflict of interest.
 - d. All the officials of AIIMS Deoghar will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2) If the AIIMS Deoghar obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/IPC Act, or if there be a substantive suspicion in this regard, the AIIMS Deoghar shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceeding.

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

- 1) The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the 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: -
 - a) The Bidder(s)/Contractor(s) 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 AIIMS Deoghar, connected directly or indirectly with the bidding/tendering 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/completion of the contract.

- b) The Bidder/Contractor 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 AIIMS Deoghar or otherwise in procuring/awarding 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 AIIMS Deoghar for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with AIIMS Deoghar.
- c) The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- d) The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- e) 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 AIIMS Deoghar 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.
- f) The Bidder/Contractor 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.
- g) The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- h) The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in

electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

- i) The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- j) The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- k) If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of AIIMS Deoghar, or alternatively, if any relative of an officer of AIIMS Deoghar has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- l) 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.
- m) In case of sub-contracting, the bidder/contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Section 3 – Sanctions for Violations

- 1) Any breach of the aforesaid provisions by the Bidder/Contractor or anyone employed by it or acting on its behalf shall entitle AIIMS Deoghar to take all or any one of the following actions, wherever required: -
 - a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - b. 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 AIIMS Deoghar and AIIMS Deoghar shall not be required to assign any reason thereof.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay

compensation for any loss or damage to AIIMS Deoghar resulting from such cancellation/rescission and AIIMS Deoghar shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

- d. To encash the Bank guarantee, in order to recover the dues if any by AIIMS Deoghar, along with interest as per the provision of contract.
 - e. To debar the Bidder/Contractor from participating in future bidding processes of AIIMS Deoghar, which may be further extended at the discretion of AIIMS Deoghar.
 - f. To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
 - g. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by AIIMS Deoghar with the Bidder/Contractor, the same shall not be opened/operated.
 - h. Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 2) The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS Deoghar.

Section 4 - Disqualification from the tender process and exclusion from future contracts

- 1) 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 laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 5 – Compensation for Damages

- 1) If AIIMS Deoghar has disqualified the Bidder(s) from the tender process before the award according to Section 3, AIIMS Deoghar is entitled to demand and recover the damages 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 Contractor liquidated

damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 6 – Previous transgression

- 1) Bidders to disclose any transgression with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions(s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 2) If the Bidder makes an incorrect statement on this subject, AIIMS Deoghar shall act like para 2 of Section 4 above.

Section 7 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a) AIIMS Deoghar shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b) AIIMS Deoghar shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.
- 2) AIIMS Deoghar will be entitled to take all or any of the actions mentioned at section 7 of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), 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.
- 3) The decision of AIIMS Deoghar to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Section 8- Facilitation of Investigation

- 1) In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS Deoghar or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 9 – Pact Duration

- 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 Executive Director, AIIMS Deoghar.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is AIIMS Deoghar, Jharkhand.
- 2) Changes, supplements, and termination notices must be submitted 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 shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the clause integrity Pact shall prevail.

The Parties hereby sign this Integrity Pact as part of the contract at on _____ and parties concerned are bound by its provision...

For and on Behalf of AIIMS Deoghar

Signature:

.....

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Name of the

Officer:

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Designation:

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For and on Behalf of Bidder

Signature:

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Name of the Authorized

Signatory:

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Designation:

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Department:

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Seal:

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Witnesses

Signature:

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Name:

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Address:

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Signature:

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Name:

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Address:

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BOQ

Work For: Installation of MS Steel Gate in Mortuary Department of FMT at AIIMS Deoghar					
S. No	Description	Unit	Quantity	Rate/pcs (₹)	Amount (₹) including GST
1	MS Gate Frame: 100 mm X 60 mm X 3.2 mm Square Pipe Frame-50 mm X 25 mm X 2.9 mm MS Sheet-12 Gauge Including fixing Painting with white or Ivory colour Glass 5 mm Clear-02 Pcs Including Labour & Fixing	Nos.	03	59500	1,78,500
2	Mortise Lock	Nos.	03	3200	9,600
3	Door Hinge 5"	Nos.	18	350	6,300
4	Door closer	Nos.	06	2200	13,200
	Total Amount (₹) including GST.				2,07,600

Note: - Successful bidder will submit the sample for approval before commencement of work

Drawing of steel door

