

All India Institute of Medical Sciences,
Bathinda, Punjab

ESTATE OFFICE

**TENDER FOR LEASING OUT OF SHOPS AT SHOPPING COMPLEX BUILDING,
AIIMS BATHINDA
TO BE SUBMITTED through online portal GeM**



TENDER NO.: AIIMS Bathinda/Estate/23-24/1231 dated 04/11/2023.

PRICE OF BID DOCUMENT is Rs. 1180.00 (Rs. 1000 as Bid/ Tender Fee and Rs. 180 as GST)

Tender for leasing out Shops at Shopping Complex, AIIMS Bathinda

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BRIEF DETAILS OF SHOP TO BE LEASED OUT

S.No.	Identification No.	Proposed Use	Minimum Base monthly rent (excluding GST)	Bidder
(a)	Shop No. 1	Unisex Saloon	Rs. 20000.00	One shop to one bidder
(b)	Shop No. 2	Books & Stationery Shop (including Photo Stat, Scan, Email, Fax, Print etc.)	Rs. 30000.00	One shop to one bidder
(c)	Shop No. 3	Multipurpose Provisioning Store {Fruit, vegetables, General store (except stationery) etc.}	Rs. 30000.00	Two shops to one bidder
(d)	Shop No. 4		Rs. 30000.00	

(a) Electricity charges are extra and to be paid as per actuals to the Institute by the successful bidder.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BATHINDA, PUNJAB.

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SECTION-I
NOTICE INVITING BID

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

Schedule

Date of issue of Bid	As per GeM bid
Date of Pre-Bid Meet	As per GeM bid
Venue of Pre-Bid meet	As per GeM bid
Last Date & Time for Receipt of Bids	As per GeM bid
Last date for physical submission of EMD and Technical Tender Documents with original Fee instruments like DD etc.	10 days after the last date of submission of bid on GeM portal
On-line opening of Bids (Qualification bids)	As per GeM bid
Date & Time for opening of Financial Bids	As per GeM bid
Validity of Bid	As per GeM bid
Earnest Money Deposit	Rs. 1,00,000/- (Rs One lakh only) By A/C payee Demand Draft in favor of " Executive Director, AIIMS Bathinda " payable at Bathinda, Punjab.
Performance Security Deposit	Rs. 2,00,000/- (Rs. Two lakhs only) By Demand Draft/ FDR/PBG in favor of " Executive Director, AIIMS Bathinda " payable at Bathinda, Punjab.
Address for communication	The Executive Director, AIIMS Bathinda, Medical College building, AIIMS Bathinda, Mandi Dabwali Road, Punjab – 151001. (Please mention Tender number and name, last date on the envelope)

Tender for leasing out Shops at Shopping Complex, AIIMS Bathinda



SCOPE OF WORK

1. The selected vendor is required to run the Shops at Shopping Complex building at AIIMS Bathinda on monthly rental as fixed by the Institute to cater for the needs of the patients, visitors, students, staff of the Institute.
2. **Important Information:** - The Bid document can be downloaded from the GeM portal. The downloaded document shall be treated as valid document for participation in the bid. However, the cost of the bid document i.e., Rs.1180.00/- in the form of DD drawn in favor of "Executive Director, AIIMS Bathinda" payable at Bathinda, Punjab has to be submitted offline and scanned copy of DD to be uploaded online. **If tampering of any clause of the bid document is found in the submitted bid document, it will be summarily rejected and EMD amount shall be forfeited.**
3. **Submission of Bids:** The bid along with the necessary documents should be uploaded in the GeM portal as per guidelines mentioned in the portal. Bid has to be submitted only online at GeM portal in two bid systems i.e. (i) Qualification bid and (ii) Financial bid in the prescribed proforma. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the bid documents. **Bid sent by any other mode will not be accepted.** The list of documents to be submitted along with qualification bid and financial bid are detailed in subsequent sections of the bid document.
4. AIIMS, Bathinda, Punjab reserves the right to amend or withdraw any of the terms and conditions contained in the Bid Document or to reject any or all bids without assigning any reason. The decision of the Executive Director and CEO, AIIMS Bathinda in this regard shall be final and binding on all.
5. The aforesaid DDs/Pay orders towards cost for Bid Document and EMD should be submitted offline to the bid inviting authority i.e. Executive Director, AIIMS Bathinda, Punjab, on or before the last date and time prescribed for receipt of documents along with all the documents signed on each page which have been uploaded online. The DD towards the cost of Bid Document and that towards the Earnest Money Deposit should bear the date after the date of issue of Notice inviting bid.
6. If the bid opening date is declared a holiday by Government of India or by the competent authority of AIIMS Bathinda due to any reason, then the bid shall be opened on next working day at the same time.
7. Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited. The bids submitted by such persons who resort to canvassing will be liable to be rejected and the bidder may also be blacklisted from participating in any further bidding process at AIIMS Bathinda.
8. Other details are available in Bid document.
9. Submission of bid through the online GeM portal by the bidder implies that the bidder accepts all the terms and conditions of this bid document and has read all the conditions associated with this document.



SECTION-II

BIDFORM

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

Dear Sir,

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

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

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

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

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

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

Address

Dated this day month of 2023.

Witness

Address of witness

Signature of the Bidder

Tender for leasing out Shops at Shopping Complex, AIIMS Bathinda



SECTION III

INSTRUCTION TO BIDDERS

DEFINITIONS:

"Department" means AIIMS, Bathinda, Punjab

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

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

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

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

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

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

"NIB" means Notice inviting Bid

1. Cost of Bidding

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

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



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

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

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

5. **Bid Price.**

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

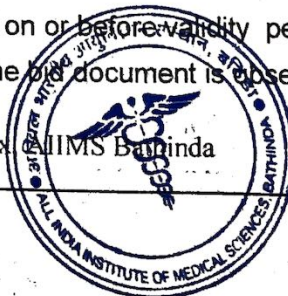
6. **Bid Document Fee:** DD for an amount of Rs.1180.00/- (Rupees One Thousand One Hundred Eighty Only) (non-refundable) (Rs. 1000.00 as fee and Rs. 180.00 as GST) from Nationalized / Scheduled bank drawn in favor of "Executive Director, AIIMS Bathinda" and payable at Bathinda has to be submitted offline (Scanned copy of DD to be uploaded online) towards tender document fees failing which the tender/bid will be rejected. Bidders are requested to write their name and full address with contact number at the back of the Bank Draft submitted.

7. **Earnest Money Deposit**

- (a) **Earnest Money deposit:** DD for an amount of Rs.1,00,000/- (One lakh only) from Nationalized / Scheduled has to be submitted offline (Scanned copy of DD to be uploaded online) towards EMD failing which the tender/bid will be rejected. Bidders are requested to write their name and full address with contact number at the back of the Bank Demand Draft submitted. Whether the bidder wish to quote for one site or more than one site, EMD of Rs. One lakh shall be required to be submitted.
- (b) In case of the successful bidder, the Earnest Money deposit will be refunded within three months from signing of contract agreement and submission of performance security deposit of rupees 2,00,000/- (Two Lakhs Only) in the form of PBG/DD/FDR.
- (c) The EMD of the unsuccessful bidders will be refunded/ returned without any interest after final decision of the bid within one month.
- (d) No Interest shall be payable on the Earnest Money deposit/Performance Security Deposit by the department to the bidders.

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

- a) If any bidder withdraws his bid on or before validity period or,
- b) If tampering of any clause of the bid document is observed.



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

9. Performance security may be forfeited: -

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

10. PREPARATION & SUBMISSION OF BIDS

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

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

Qualification/Technical Bid:

The qualification bid should be uploaded along with scanned copy of Account Payee Demand Drafts for **Rs. 1,00,000/- (One Lakh) and Rs.1180/- (Bid document cost)** along with the requisite documents. The scanned copy of DDs for EMD, Bid Document fees are required to be uploaded by the Bidder at the place indicated on the GeM portal. Scanned copy of all the documents as mentioned at Section VII and scanned copy of qualification bid duly filled and signed on each page are required to be uploaded by the Bidder at the place indicated as on the GeM portal while uploading the documents on GeM. **No indication of the Prices shall be made in the Qualification Bid.** All pages of original bid shall be signed by the person or persons signing the bid.

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

Financial Bid:

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



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11. Bid opening

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

12. Evaluation

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

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

- (a) Selection will be based on the highest monthly rent offered for a particular Shop.
- (b) There are total 04 Nos. of Shops at AIIMS Bathinda. (Shop 1 and 2 to one bidder each, Shop 3 and 4 both to one bidder combine)
- (c) The interested company/firm/agency/individual can quote for one, or more than one site as per his/ her choice. The particular SHOP will be awarded to that bidder who will offer the highest price for that site. If a bidder does not want to quote for a particular site, then he/ she may write NA against that site in the financial bid format.
- (d) One bidder will be allotted only one Shop.

14. Award of Contract

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

15. Signing of Contract/Agreement

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

16. Annulment of Award

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

17. Period of validity of bids

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



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

SECTION IV

GENERAL CONDITIONS

19. Application

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

20. Performance Security Deposit

- (a) The successful bidder shall be required to deposit an amount equal to 2,00,000/- (Two lakh only) of the contract value as performance Security Deposit before entering into Agreement with the Department.
- (b) Performance Security Deposit will be discharged only after completion of supplier's performance obligations under the contract/agreement.
- (c) If the supplier fails or neglects any of his obligations under the contract/agreement, it shall be lawful for the AIIMS Bathinda to forfeit either whole or any part of performance security deposit.

21. EXECUTION TIME LIMIT

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

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

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

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

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



24. **Period of Contract Agreement: -**

The contract period shall commence from the date of signing of the contract agreement between AIIMS Bathinda and the successful bidder shall remain valid for 11 months. The period is further renewable for maximum 4 times for 11 months duration each on the same terms and conditions and the and revised rental (if required) at which the contract is awarded will be valid throughout the contract. No claims whatsoever on account of increase in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any down ward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS Bathinda, Punjab through appropriate reduction of the contracted rates. The contract agreement can be renewed entirely at the discretion of the competent authority of the Institute.

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

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

S.No.	Identification No.	Proposed Use	Minimum RESERVE Base monthly rent (excluding GST)	Bidder
(a)	Shop No. 1	Unisex Saloon	Rs. 20000.00	One shop to one bidder
(b)	Shop No. 2	Books & Stationery Shop (including Photo Stat, Scan, Email, Fax, Print etc.)	Rs. 30000.00	One shop to one bidder
(c)	Shop No. 3	Multipurpose Provisioning Store {Fruit, vegetables, General store (except stationery) etc.}	Rs. 60000.00	Two shops to one bidder
(d)	Shop No. 4			

(Important – There shall be Five percent increase in the monthly licence Fee at renewal of agreement)

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

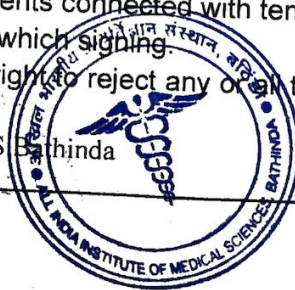
(1) **OPENING TIMINGS OF THE SHOPS: -**

(a) All shops shall remain open from 06:00 AM to 10:00 PM daily (minimum time period)

(2) AIIMS BATHINDA, PUNJAB reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of AIIMS Bathinda, Punjab with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the AIIMS Bathinda, Punjab in this regard will be final and binding on all bidders.

(3) Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.

(4) AIIMS Bathinda, Punjab reserves the right to reject any or all the tenders without assigning



any reason.

- (5) The firm will have to enter into an agreement with the AIIMS Bathinda, Punjab before taking charge of the Shop and commencement of the allotted work at the Shop.
- (6) The firm will ensure proper sanitation/hygienic conditions in the premises and deploy persons free from infectious diseases.
- (7) The firm shall be responsible for compliance of the labour laws in respect of the personnel employed by them. The firm shall be the employer for his workers and AIIMS Bathinda, Punjab shall not be held responsible fully or partially for any dispute that may arise between the firm and his workers.
- (8) The firm would be responsible for verifying the antecedents of the persons deployed by him and a certificate to this effect shall be provided by him to AIIMS Bathinda, Punjab in respect of each staff member.
- (9) Cleaning of the Shops shall be done by the firm. The garbage of the Shops shall also be disposed of by the firm on daily basis into two separate bins – one for biodegradable and other for non-biodegradable. The firm shall ensure cleanliness of the Shop premises at all times of the day. The same can be inspected by the officials of AIIMS Bathinda as and when required.
- (10) The firm shall be responsible for all damages or losses of AIIMS property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.
- (11) If required, the contractor shall be required to take the FIRE NOC from local government/ Municipal Corporation as applicable, on its own cost and resources.

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

- (1) The Firm shall be responsible for timely payment of wages to its workers as per Minimum Wages and fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time. Any lapse in this regard shall be viewed seriously. The Firm shall indemnify AIIMS Bathinda against any such misconduct on part of the firm. AIIMS Bathinda shall not be held responsible for non-compliance of statutory laws by the Firm.
- (2) The firm shall provide sufficient sets of Uniforms and pair of shoes to its employees and shall ensure that they wear them all times and maintain them properly.
- (3) The Firm shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
- (4) Employment of child labour is strictly prohibited under the law. Therefore, the Firm will not employ any child under the age, as specified by the Child Labour (Prohibition and Regulation) Amendment Act, 2016 or any other statutory law as applicable related to the deployment of children under specific age at any workplace.
- (5) The Firm shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surround in etc.
- (6) The Firm shall be personally responsible for conduct and behavior of its staff and any loss or damage to AIIMS Bathinda or its moveable or immovable property, due to the conduct of the Firm's staff, shall be made good by the firm. If it is found that the conduct or performance of any person employed by the Firm is unsatisfactory, the Firm shall have to remove the concerned person and rearrange new person within 48 hours of intimation by



Handwritten signature/initials.

AIIMS Bathinda, Punjab. The decision of the competent authority of AIIMS Bathinda in this regard shall be final and binding on the Firm.

- (7) The Firm shall not appoint any sub-firm to carry out its obligations under the contract. Sub-contracting of any form or type, whether intentionally or unintentionally, will lead to termination of the contract.
- (8) The Firm shall keep the Shop premises and its surrounding clean and up-to-date every day after the services are over. The cleaning includes clean in go utensils, kitchen, shop hall, floor, counter, benches, tables, chairs, etc. AIIMS Bathinda officials will have 24-hour access to inspect the Shop premises at any time for ensuring the clean lines and hygiene conditions of the Shop premises.
- (9) AIIMS Bathinda, Punjab reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items sold in the Shops. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Firm.
- (10) Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the AIIMS Bathinda, Punjab are damaged. Any damages done to the same or any other property will have to be repaired/replaced by the Firm, failing which the same will be got done by AIIMS Bathinda, Punjab at the firm's risk and cost. In this regard, the decision of the competent authority of AIIMS Bathinda, Punjab shall be final and binding on the Firm.
- (11) All work shall be carried out with due regard to the convenience of Faculty, Staff, students, visiting Patients and their attendants at AIIMS Bathinda, Punjab. The order of the competent authority of AIIMS Bathinda shall be strictly observed.
- (12) The Firm shall install its electronic fly-kill/insect repellent equipment, emergency lighting / gas and fuel supply at its own cost and as per the requirement, so that to keep the Shop premises in a hygienic and insect free condition.
- (13) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited at AIIMS Bathinda campus. Any breach of such restrictions by the bidder will attract deterrent action against the Firm as per statutory norms.
- (14) No minimum guarantee will be furnished to the Firm towards the sale of the items. It is advised to maintain the highest quality at the minimum/reasonable prices so as to attract the maximum number of visitors to the Shops i.e. prices not to be higher than the MRP.
- (15) The workers employed by the Firm shall be directly under the supervision, control and employment of the Firm and they shall have no connection what-so-ever with AIIMS Bathinda, Punjab. AIIMS Bathinda, Punjab shall have no obligation to control/ supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against AIIMS Bathinda, Punjab for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the bidder, against any temporary or permanent posts in AIIMS Bathinda, Punjab. In case of any untoward incident/ fire/death/injury of any employee of shop premises, AIIMS Bathinda, Punjab will not be liable to pay any damages or injury claims.
- (16) The owner of the firm shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the AIIMS Bathinda, Punjab.
- (17) The successful bidder/contractor will be required to enter into an Agreement/Contract.



- (18) The bearer employed by the contractor shall have to be medically fit, neat and clean. The contractor shall not employ young children as prohibited under the law/rules/regulations.
- (19) Competent authority of AIIMS Bathinda or its authorized representative will inspect and test the quality of items of the Shop as and when required. Any direction given by that official shall be binding on the shop vendor.

28. LEGAL TERMS AND CONDITIONS

- (a) The Tenderer and his staff shall abide by various rules and regulations of AIIMS, BATHINDA, PUNJAB as prevalent from time to time.
- (b) The Tenderer and his staff shall comply with all instructions and directions of the AIIMS, BATHINDA, PUNJAB authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by AIIMS, BATHINDA, PUNJAB authorities, without waiting for confirmation by the Tenderer.
- (c) All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the AIIMS, BATHINDA, PUNJAB, as and when necessary.
- (d) The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of AIIMS, Bathinda, Punjab.
- (e) Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
- (f) The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.

29. PENALTY for unsatisfactory services

- (a) In case the services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Performance Security Deposit.
- (b) In case eatables are sold by the Licensee after the expiry date as mentioned by the manufacture, a penalty of Rs.500/- will be imposed for each default.

30. Termination of Contract

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



31. Termination for insolvency

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

32. Force Majeure

- (a) If, during the continuance of the contract/agreement, the performance (in whole or in part by either party) in respect of any obligation under this contract/agreement, is prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) and notice of such happenings is given by the affected party to the other within 21 days from the date of occurrence, neither party shall by reason of such event be entitled to terminate this contract/agreement, nor any party shall have any claim for damages against the other in respect of poor/inadequate performance or delay in performance under the contract/agreement.
- (b) The working of Shop premises shall be resumed as soon as practicable after such event and the decision of the Department as to whether the supplies have been so resumed or not, shall be final and binding.
- (c) Provided further that if the performance in whole or part of any obligation under this contract/agreement is prevented or delayed due to any such event for a period exceeding 60 days, either party may, at its discretion, terminate the contract/agreement.

33. Dispute Resolution: -

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

34. Set Off

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

35. Counter Offer to Bidder

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

36. Alteration in Bid Document by Bidder

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



SECTION V

SPECIAL CONDITIONS

37. **Breach of Terms and conditions of Contract:** - In case of breach of any terms and conditions of the contract, any or all of the following actions may be taken against the contractor: -
- a) the Performance Security Deposit of the contractor may be forfeited.
 - b) the agreement may be terminated.
 - c) the contractor may be black-listed.
 - d) Suitable recovery may be made.
38. Any liability arising in due course of business between contractor and costumer will be sole responsibility of contractor only and not of AIIMS Bathinda.
39. **One Bid Per Bidder:** Each bidder shall submit only one tender either by himself or as a partner in firm. If a bidder or if any of the partners in a firm participate in more than one bid, such bids are liable to be rejected.
40. Offers submitted by Telegram/ FAX/ Email/ WhatsApp shall not be considered. No correspondence will be entertained in this matter.



SECTION -VI
Annexure I
(on letterhead)

DECLARATION REGARDING NON- TAMPERING OF DOWNLOADED BID
DOCUMENT

I/we _____ (Name of

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

_____ of M/s _____ (Name of

Company/Firm/Agency) _____

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

_____ dated _____

Signature
Name
Address
Seal of the Firm

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



Annexure II (on letterhead)

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

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

Signature of the Authorized Person

Date:

Designation & Office Seal of the Bidder

Tender for leasing out Shops at Shopping Complex, All India Institute of Medical Sciences, New Delhi



ANNEXURE-III

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

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

I,

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

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

or

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

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

or



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

(Signature of the Bidder)

Attested:

(Public Notary / Executive Magistrate)

Name:

Date

Designation

Place:

Seal of the Agency

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

Deponent



**ANNEXURE-IV
BIDDER's PROFILE**

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

PROFILE OF THE ORGANIZATION/COMPANY/FIRM
(To be given on Company/ Firm Letter Head)

FORM A: Particulars of the Firm/Company/Agency

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

Tender for leasing out Shops at Shopping Complex, AIIMS Bathinda



FORM B: Particulars of Firm Bank Details

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

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

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

Signature of the Authorized Person

Date:

Designation & Office Seal of the Bidder



AFFIDAVIT REGARDING CLEAN TRACK RECORD OF BIDDER

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

The Director,
All India Institute of Medical Sciences
Bathinda
151001

Dear Sir

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

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

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

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

Signature of the Authorized Person

Date:

Designation & Office Seal of the Bidder

Tender for leasing out Shops at Shopping Complex, AIIMS Bathinda

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SECTION - VII

ELIGIBILITY CRITERIA FOR QUALIFICATION OF THE BIDDERS

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

- (1) DD for Document fee;
- (2) DD for Earnest money deposit;
- (3) Tender Document with each page duly signed and stamped by the authorized signatory of the agency in token of their acceptance;
- (4) Duly filled and signed Bid form at section II
- (5) Copy of PAN Card/ Passport/ Voter Card/ Aadhar Card of the authorized person.
- (6) The annual average turnover of services provided by the bidder should not be less than **Rs. Five Lakh** during the recent three financial years, as per their audit book of accounts/Tax returns /balance sheet, relevant certificate may be attached as per the attached proforma with this document in Section X.
- (7) The bidder shall have at least **5-years of experience** in running of the trade for which the Shop is earmarked for, **at any Govt./ private set up or any other**, as per experience proforma with this document in Section IX.
- (8) Self- attested copy of the IT return of recent three financial years.
- (9) Original "Copy of Authorization Letter" or "Power of Attorney" (*required only in case person other than the bidder has signed the bid document*).
- (10) Copies of documents of registration/ incorporation of the firm issued by the competent authority as required by law (*required only if bidder is other than Individual*).
- (11) Certificate for registration with income tax, sales tax, PF, ESI, GST, or any authority as applicable.
- (12) Declaration as per Annexure I, Annexure II, Annexure III, Annexure IV as attached with this bid document.
- (13) Partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be (*required only in case of joint venture or in case the bid is being submitted by the proprietor*)



SECTION - VIII

Financial Bid format to be uploaded online on GeM portal

	Minimum Reserve/ Base Rent per month	Base Rent offered by the bidder per sq. ft. per month (A)	Approx. Area of Shop (B)	Monthly Base rent (A X B) (C)	Total Rent including GST @ 18 percent (round to integers) (D)
Shop No. 1	Rs. 20,000.00	Rs _____ per sq. ft.	222 sq. ft.	Rs.	Rs.
Shop No. 2	Rs. 30,000.00	Rs _____ per sq. ft.	222 sq. ft.	Rs.	Rs.
Shop No. 3 and Shop No. 4	Rs. 60,000.00	Rs _____ per sq. ft.	444 sq. ft.	Rs.	Rs.

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

Total Rent including GST@ 18 % (D) in words for Shop No. 1: _____

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

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

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

Signature of the Bidder with stamp/ seal

Tender for leasing out Shops at Shopping Complex, AIIMS Bathinda

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SECTION - IX

EXPERIENCE Details to be submitted in this Proforma

Description of similar work executed during the previous years.

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

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

Signature of the Authorized
person

Designation

Office

Seal of the Bidder

Tender for leasing out Shops at Shopping Complex, AIIMS Bathinda

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SECTION - X

FINANCIAL CAPABILITIES/ Turnover details

(At the Letter Head of Chartered Accountant)

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

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

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

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

Signature of CA (with stamp of Firm)

Name-

(Registration No.)

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-
.....



SECTION – XI

(To be executed on a non-judicial stamp paper of Rs. 100 and submitted only by the successful bidder)

Integrity Pact

Between

The Executive Director, AIIMS Bathinda, hereinafter referred to as "The Principal"
and
..... hereafter referred to as "The Bidder/ Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for
..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Definitions:

In pursuance of the above Pact, for the purposes of this provision, the Principal defines the relevant terms set forth therein as under:

- 1) "Contract" means the contract entered into between the Principal and Bidder (or Tenderer) / Contractor for the execution of work mentioned in the preamble above.
- 2) "Contractor" means the bidder or tenderer whose tender (bid) has been accepted by the principal or Company whose tender (bid) has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- 3) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; In order to achieve these goals, the Principal proposes to appoint one or more Independent External Monitor/s who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
- 4) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Principal designed to establish bid prices at artificial, noncompetitive levels; and
- 5) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 6) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Principal and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Principal of the benefits of free and open competition;

Tender for leasing out Shops at Shopping Complex, AIIMS Bathinda

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- 7) "Independent External Monitor" means a person, hereinafter referred to as IEM appointed, in accordance with Section 8 below, to verify compliance with this agreement.
- 8) "Party" means a signatory to this agreement.
- 9) "Purchaser" means The Executive Director, AIIMS Bathinda.
- 10) "Bidder or Tenderer" means the person, firm or company submitting a tender (bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub- contractors and suppliers, heirs, executors, administrators, representatives, successors.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2 The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3 The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal 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, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commits itself 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.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial 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.

2. The Bidder / Contractor will not enter with other Bidders 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 form cartels in the bidding process.

3. The Bidder /Contractor will not commit any offence under the relevant Anticorruption Laws of India: further the Bidder /Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business

relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor 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.

5. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder / Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

6. In Case of subcontracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

(2) The Bidder / Contractor 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, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder /Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be

entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit /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 TI approach or with any other 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 the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

(1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractor/ Subcontractors

If the Principal 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 Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitor (IEM)

(1) The IEMs have been appointed by the Central Vigilance Commission. The task of the IEMs is to review independently, whether and to what extent the parties comply with the obligations under this agreement.

(2) The IEM is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. He reports to the Chairperson of the Board of the Principal.

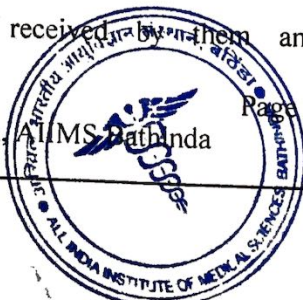
(3) The Contractor accepts that the IEM has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

(4) The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.

(5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) After award of work, the IEMs shall look into any issue related to execution of contract if specifically raised before them. However, the IEMs may suggest systemic improvements to the Principal if considered necessary to bring about transparency, equity and fairness in the system of procurement.

(7) The IEMs would examine all complaints received by them and give their



recommendations/views to the Chief Executive of the Principal, at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs are expected to tender their advice on the complaints, within 30 days.

(8) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation and submit their joint recommendations to Principal.

(9) IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers.

(10) In the event of any dispute between the Principal and the Contractor/Bidder, in case, both the parties are agreeable, they may try to settle the dispute through mediation before the IEMs in a time bound manner, not more than five meetings for a particular dispute resolution. The sitting fees and expenses towards travel and stay arrangements for such meetings for the IEMs shall be equally shared by both the parties.

(11) If required, the Principal may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal may take further action as per the terms and conditions of the contract.

(12) The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to Principal. Their role is independent in nature and the advice once tendered would not be subject to review at the request of Principal.

(13) Issues like warranty/guarantee etc shall be outside the purview of IEMs.

(14) The reference to 'IEM' would include both Singular and Plural.

(15) The IEM can be removed from his office, before the expiry of his tenure only with the approval of the Board of the Principal.

Section 9 - Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. For all other bidders it shall be operative upto 6 months after the contract has been awarded.

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 Chairperson of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bathinda, Punjab. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.



- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) "A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter".

For the Principal

Signature
Name
Designation
Stamp

Date

Witness

For the Bidder / Contractor Place

Signature
Name
Designation
Stamp

Witness

