



Corrigendum

**Tender ID.No. 2024\_IMSRP\_840632\_1, Dated:20.12.2024.**

With reference to above Tender ID.No., the following amendment is issued:

S.No.	Page no And Point no in the NIT	Existing Tender Specification	To be read as																										
1.	Sr.No.2, Page.No.8.	Valid Single labour license of manpower Continues last Five years (Labour Licence must be submit) <table border="1" style="margin-left: 20px;"> <tr> <td>Per 100 Manpowers above 1400</td> <td>15 Points out of 20 Points Plus additional 1 Points for each 100 manpowers exceedings to 1400 manpowers subject to maximum of 20 points</td> <td>Valid License Copy</td> </tr> <tr> <td>1200 to &lt;1400</td> <td>20 pts</td> <td></td> </tr> <tr> <td>1000 to &lt;1200</td> <td>15 pts</td> <td></td> </tr> <tr> <td>500 to &lt; 1000</td> <td>05 pts</td> <td></td> </tr> <tr> <td>0 to &lt; 500</td> <td>0 pts</td> <td></td> </tr> </table>	Per 100 Manpowers above 1400	15 Points out of 20 Points Plus additional 1 Points for each 100 manpowers exceedings to 1400 manpowers subject to maximum of 20 points	Valid License Copy	1200 to <1400	20 pts		1000 to <1200	15 pts		500 to < 1000	05 pts		0 to < 500	0 pts		Valid Single labour license of manpower for Current Year. <table border="1" style="margin-left: 20px;"> <tr> <td>Per 100 Manpowers above 1200</td> <td>15 Points out of 20 Points Plus additional 1 Points for each 100 manpowers exceedings to 1200 manpowers subject to maximum of 20 points</td> <td rowspan="5">Valid License Copy</td> </tr> <tr> <td>1000 to &lt;1200</td> <td>15 pts</td> </tr> <tr> <td>700 to &lt;1000</td> <td>10 pts</td> </tr> <tr> <td>500 to &lt; 700</td> <td>05 pts</td> </tr> <tr> <td>0 to &lt; 500</td> <td>0 pts</td> </tr> </table>	Per 100 Manpowers above 1200	15 Points out of 20 Points Plus additional 1 Points for each 100 manpowers exceedings to 1200 manpowers subject to maximum of 20 points	Valid License Copy	1000 to <1200	15 pts	700 to <1000	10 pts	500 to < 700	05 pts	0 to < 500	0 pts
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2.	S.No.3, Page.No.8	Experience in providing Manpower services in Health (Central/State Govt. including/ PSU's, Autonomous bodies) in F.Y i.e. 2021-22, 2022-23 and 2023-24 (Certificate from CA & Work Competition certificate with work order must be attach)	Experience in providing Manpower services in Health (Central/State Govt. Including/ PSU's, Autonomous bodies) in F.Y i.e. 2021-22, 2022-23 and 2023-24 ( <b>Work Competition certificate with work order must be attach</b> )																										
3	S.No.4, Page.No.9	Bidder Must Have Positive Net worth in Last F. Y.2023-24 <table border="1" style="margin-left: 20px;"> <tr> <td>Per 10 Crore above ₹ 25 Crore</td> <td>10 pts plus additional 1 point for each 10 crore of Positive Net Worth exceeding to Rs.25 Crores subject to maximum of 10 Points</td> <td>CA Certificate (With UDIN No.) order must be attach</td> </tr> <tr> <td>&gt;20 Cr. to &gt;=25 Cr.</td> <td>8 pts</td> <td></td> </tr> <tr> <td>&gt;15 Cr. to &gt;=20 Cr.</td> <td>5 pts</td> <td></td> </tr> </table>	Per 10 Crore above ₹ 25 Crore	10 pts plus additional 1 point for each 10 crore of Positive Net Worth exceeding to Rs.25 Crores subject to maximum of 10 Points	CA Certificate (With UDIN No.) order must be attach	>20 Cr. to >=25 Cr.	8 pts		>15 Cr. to >=20 Cr.	5 pts		Bidder Must Have Positive Net worth in Last F. Y.2023-24 <table border="1" style="margin-left: 20px;"> <tr> <td>Per 10 Crore above ₹ 15 Crore</td> <td>10 pts plus additional 1 point for each 10 crore of Positive Net Worth exceeding to Rs.25 Crores subject to maximum of 10 Points</td> <td>CA Certificate (With UDIN No.) order must be attach</td> </tr> <tr> <td>&gt;10 Cr. to &gt;=15 Cr.</td> <td>8 pts</td> <td></td> </tr> <tr> <td>&gt;05 Cr. to &gt;=10 Cr.</td> <td>5 pts</td> <td></td> </tr> </table>	Per 10 Crore above ₹ 15 Crore	10 pts plus additional 1 point for each 10 crore of Positive Net Worth exceeding to Rs.25 Crores subject to maximum of 10 Points	CA Certificate (With UDIN No.) order must be attach	>10 Cr. to >=15 Cr.	8 pts		>05 Cr. to >=10 Cr.	5 pts									
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4	S.No.5, Page.No.9	No. of years of operation in business (As On Date 31/03/2024)	No. of years of operation in business (As On Date 31/12/2024)																										

		More than 20 years	20 pts	Certificate of Work completed / Experience must be enclosed .		More than 20 years	20 pts	Certificate of Work completed / Experience must be enclosed .	
		15 years to <20 years	15 pts				15 years to <20 years		15 pts
		10 years to <15 years	10 pts				10 years to <15 years		10 pts
		0 years to <10 years	05 pts				0 years to <10 years		05 pts
5.	Financial Bid	In case less than 3.85% and above 7% service charge is quoted the same will be treated as non-responsive bid And In BOQ_ 883676 (Financial Excel sheet) Bid will be treated non-responsive if quoted less than 2% service charge.			It is was a typographical error please read as <b>In case less than 3.85% and above 7% service charge is quoted the same will be treated as non-responsive bid in BOQ Bid also.</b>				
6.	Integrity Pact	Integrity Pact (Annexure-B)			Integrity Pact Appendix-B is enclosed in next sheet				

All other terms and condition will remain unchanged.

Yours faithfully,

**Stores Officer (Central)  
AIIMS, Raipur (C.G.)**

Copy to:-

- 1- PS to Director, AIIMS, Raipur
- 2- DDA, AIIMS, Raipur
- 3- Deputy Medical Superintendent, AIIMS Raipur.
- 4- FA, AIIMS, Raipur.
- 5- Accounts Officer (IFD), AIIMS Raipur.
- 6- Guard File.

**APPENDIX-B**  
**INTEGRITY PACT**

**PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_31ST \_\_\_ day of the month of \_\_\_\_\_ 2023\_\_\_\_\_

**Between**

ALL INDIA ISTITUTE MEDICAL SCIENE RAIPUR having its office at AIIMS Raipur, Tatibandh, Raipur – 492099, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

**And**

M/s., with office at \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

**Preamble**

[Both AIIMS RAIPUR and BIDDER referred above are jointly referred to as the Parties]

AIIMS RAIPUR intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

AIIMS RAIPUR desires 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.

**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:-

1. Enable AIIMS RAIPUR to obtain the desired materials/ stores/equipment/ work/ project done 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
2. Enable the BIDDER 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 AIIMS RAIPUR will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**Clause.1. Commitments of AIIMS RAIPUR**

- 1.1 AIIMS RAIPUR undertakes that AIIMS RAIPUR and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 AIIMS RAIPUR will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of AIIMS RAIPUR regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 AIIMS RAIPUR will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to AIIMS RAIPUR with full and verifiable facts any misconduct on the part of AIIMS RAIPUR's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS RAIPUR, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS RAIPUR. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS RAIPUR the proceedings under the contract would not be stalled.

**Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RAIPUR, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RAIPUR or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RAIPUR for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RAIPUR.
  - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
  - 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by AIIMS RAIPUR.
  - 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
  - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.7 The Bidder (s) will not make any false or misleading allegations against AIIMS RAIPUR or its Associates.
  - 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.9 The BIDDER further confirms and declares to AIIMS RAIPUR that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RAIPUR or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.10 The BIDDER 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 RAIPUR 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.

2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS RAIPUR, or alternatively, if any relative of an officer of AIIMS RAIPUR has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS RAIPUR.

2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the AIIMS RAIPUR as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

### **Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts**

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

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

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS RAIPUR is entitled to disqualify the BIDDER from the tender process.

### **Clause.4. Equal treatment of all Bidders / Contractors / Subcontractors**

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

4.2 AIIMS RAIPUR will enter into agreements with identical conditions as his one with all Bidders and Contractors.

4.3 AIIMS RAIPUR will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Clause.5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS RAIPUR to take all or any one of the following action, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate AIIMS RAIPUR by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, AIIMS RAIPUR will be entitled to terminate the contract. AIIMS RAIPUR shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by AIIMS RAIPUR, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from AIIMS RAIPUR in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by AIIMS RAIPUR, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to AIIMS RAIPUR resulting from such cancellation/recession and AIIMS RAIPUR shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of AIIMS RAIPUR for a minimum period of five (5) years, which may be further extended at the discretion of AIIMS RAIPUR or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by AIIMS RAIPUR with the BIDDER, the same shall not be opened. xi. Forfeiture of performance guarantee in case of a decision by AIIMS RAIPUR to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 AIIMS RAIPUR will be entitled to all or any of the actions mentioned in Para

5.1 (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of AIIMS RAIPUR to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

### **Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS RAIPUR, if the contract has already been concluded.

### **Clause.7. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If AIIMS RAIPUR 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

AIIMS RAIPUR has substantive suspicion in this regard, AIIMS RAIPUR will inform the same to the Chief Vigilance Officer, AIIMS RAIPUR

**Clause. 8. Facilitation of Investigation**

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

**Clause.9. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

**Clause.10. Other legal Actions**

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

**Clause.11. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both AIIMS RAIPUR and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 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 Chairman and Managing Director/ CEO of AIIMS RAIPUR.

**Clause.12. Other provisions**

12.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

12.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

12.3 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

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

**AIIMS RAIPUR**

**Bidder**

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

1.....

1.....

2.....

2.....

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