

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.



All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur- 492099, Chhattisgarh

Tele: 0771- 2577337, email: securityoffice@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in

Tender Document

For

**“Vehicle Parking Services at Designated Parking
Spaces of
Hospital Wing”**

At

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	01/03/2025
Bid Document Download / Sale Start Date	01/03/2025 Time 06.30PM
Clarification Start Date	06/03/2025 Time 10.00AM
Clarification End Date	17/03/2025 Time 03.00PM
Pre bid meeting	18/03/2025 Time 03.30PM
Bid Submission Start Date	26/03/2025 Time 10.00AM
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Tender document cost	Exempted as per GFR - 2017



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

I. NOTICE INVITING TENDER

Online bids are invited on single stage two bid system (Technical bid and Financial bid) from Reputed, Eligible and Qualified Tenderer agencies to enter into annual rate contract for Management of CAR/SCOOTER/AUTO/CYCLE parking Areas and control of traffic at Hospital Complex, AIIMS Raipur on Contract Basis **for period of 03 (three) years. Manual bids shall not be accepted.**

1. Tenderer should have at least 3 (three) years' experience of having satisfactory completed similar works (similar works means management of Parking stand of Institutes of Central Govt./State Govt./ Depts., Public Sector Undertakings, Railways, Municipal Corporations, Autonomous Bodies, Large Industrial/Educational Campus, Hospitals).

2. Turnover provisions: -

(i) The bidders should submit a photo state copy of the Annual Accounts of the last three years (annual minimum turnover which should not be less than 12 lakh) with Audit certificate by Chartered Accountant, Income Tax returns otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared disqualified in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) There will be relaxation on turnover on *case to case* basis for **Start-up firms** registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.

3. The bidder must be able to provide the service within specified time period as prescribed in the Work Order.

4. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the institute.

5. All disputes shall be subject to Raipur Jurisdiction only.

6. AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

7. The Tender/Bid will be opened online at AIIMS, Raipur website site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> in Security office at AIIMS Raipur Premises at the time of bid opening.

1. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the scrutiny of the tender.
 2. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
8. Tenderer to submit the Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
9. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.

10. Earnest Money:

- a) Earnest money by means of a Bank Demand Draft/ FDR/Bank Guarantee of **Rs.36,000/-** a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FDR should be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMSRAIPUR)".
- b) No request for transfer of any pervious deposit of earnest money or performance security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) The earnest money will be returned to the tenderers whose tenders are not accepted except that of H-1 bidder.
- d) Tenders without Earnest Money will be summarily rejected.
- e) No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- f) All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD fee. Valid NSIC/SSI /MSME certificate must be submitted online to avail the exemption from furnishing the EMD.
- g) The earnest money will be returned to the unsuccessful tenderers after the tender is awarded.
- h) EMD should remain valid for a period of 45 days beyond the final bid validity period. when the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
- i) The EMD of the successful bidder will be returned to them without any interest after the submission of Performance Security deposit/PSD.

The Director/Competent Authority, AIIMS, Raipur reserves the right to accept or reject any or all the tender without assigning any reason thereof.

Note: - All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, Tenderers are advised to always be in touch with our said website until the Tender is finally opened.

**Security Officer
AIIMS, Raipur**

II. ELIGIBILITY CRITERIA

A) Experience of having satisfactorily completed similar works during last 3 (three) years (similar works means management of parking stand of Institutes of Central Govt./ State Govt. / Depts., Public Sector Undertakings, Railways, Municipal Corporations, Autonomous Bodies, Large Industrial/Educational Campus, Hospitals).

B) Following documents are required for Technical Qualification of Bids.

Bidders meeting following criteria shall only be eligible for submitting bid. In case any criteria is not applicable, the bidder shall mention against those criteria “Not applicable”. Bidders who fail to meet the below mentioned applicable criteria, their bid shall not be considered for evaluation.

Sl. No.	Pre- Qualification Criteria	Required Scanned copy to be attached with online Technical Bid
1	Registration of Shop/Office under Gumasta Act.	self-attested copy of certificate of registration of Shop/Office under GUMASTA act, Issued by municipal corporation Raipur. <i>(Incuse the contractor is not having Shop/Office under Gumasta Act, an undertaking is to be submitted on behalf of contractor that agency will submit the same within 30 days of work order issued.)</i>
2	The Bidder should have experience of at least three years as parking contractor	successful experience certificate from client on Annexure – C & K
3	The Bidder should not be blacklisted with any Central/ state government/PSU etc.	Undertaking as per Annexure - J.
4	The Bidder should deposit an Undertaking on Annexure - I on a Non Judicial Stamp paper of Rs.100/-	Scanned copy to be attached with online Technical Bid
5	The Bidder should be income tax payee.	Copy of PAN Card & Tax Return Copy.
6	They should submit an undertaking (as stated in Annexure – H) on Rs 100/- Non Judicial Stamp Paper.	Scanned copy to be attached with online Technical Bid
7	Copy of Income Tax Return for Last three financial years. (i.e. for 2020-2021, 2021-2022 & 2022-2023)	Copies of Tax returns and profit and loss accountant.
8	Turnover (ref. to page no.03 turnover provisions).	Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 12 lakh duly certified by the Chartered Accountant)
9	EMD (Earnest money deposit)	As per tender.

All tenderers are requested to read the tender document carefully as the terms and conditions, including the procedures to fill the tender form and tender assessment criteria are slightly different from the routine tenders.

The Director/Competent Authority, AIIMS, Raipur reserves the right to amend any of the terms and conditions mentioned hereunder and in such a situation the tenderer shall be given sufficient time to take the changes into account. However, no relaxation will be given as far as statutory requirements are concerned.

C) The bidders shall have Average financial turnover of **Rs.12.0 Lacs** or more for the last three financial year i.e. 2020-21, 2021-22, 2023-23 duly supported by profit and loss account signed by chartered accountant.

D) Financial Bid:

- **The rate contract will be awarded to the firm who will quote the maximum license fee/month (H-1).**
- **Bidder should quote license fee more than Rs. 1,00,000.00 (excluding GST) per month i.e, Rs 12,00,000.00 (excluding GST) per year.**

**Security Officer,
AIIMS, Raipur.**

III. SCOPE OF WORK

To provide **round the clock** Vehicle Parking Services at AIIMS, Raipur specified Parking Location mentioned in **Annexure - A** & as per the approved Parking charges schedule of AIIMS, Raipur terms & conditions of tender, and against the payment of monthly license fee to AIIMS, Raipur.

SCHEDULE OF VEHICLE PARKING CHARGES

The contractor shall be entitled to charge the Vehicle Parking Charges only according to the schedule of rates which are as under.

Sl. No	Type of Vehicle	Up to 12 hours, vehicle charges (in Rs.)	More than 12 hours & upto 24 hours, vehicle charges (in Rs.)
1	Cars / Taxis (Four wheelers)/ Auto Rickshaws and above	30/- (including GST)	60/- (60/- for every additional 24 hours.)
2	Scooter / Motor Cycle	10/- (including GST)	20/- (20/- for every additional 24 hours.)
3	Heavy Vehicles (Bus, Tractor, Truck, etc.)	50/- (including GST)	100/- (100/- for every additional 24 hours.)
4	Cycle	5/- (including GST)	10/- (10/- for every additional 24 hours.)
5	Any type of vehicle belonging to AIIMS Staff, Students, Contractually deployed manpower Including Outsourced staffs.	Nil (Free Parking)	Nil (Free Parking)

Weekly / Monthly vehicle parking pass charges schedule: Only for Admitted Patient and their Relatives restricted to One Vehicle against the Admitted Patient ID (Contractor has to issue the weekly / monthly vehicle parking pass on below mentioned schedule of rates after due verification of Patient ID's and vehicle registration nos., the passes issued by the contractor are to be counter signed by O/O The Security Officer, AIIMS, Raipur

Sl. No	Type of Vehicle	One Week vehicle charges (in Rs.)	Monthly vehicle charges (in Rs.)
1	Cars / Taxis (Four wheelers)/ Auto Rickshaws	120/-	400/-
2	Scooter / Motor Cycle	60/-	200/-
3	Cycle	30/-	100/-
4	Heavy Vehicle (Bus, Tractor, Truck etc.)	300/-	1000/-

Provision of towing cranes: The contractor shall ensure that vehicles are not parked in the “No Parking Areas”. For this purpose, the contractor shall provide 2 cranes along with requisite manpower entrusted to it, for restraining/ removing the vehicles parked in unauthorized place or unauthorized vehicles parked in designated parking. The contractor shall be entitled to levy tow away charges on such vehicles. The tow away charges shall be fixed by AIIMS, Raipur from time to time.

Tow away charges:

- a) **Vehicles bearing valid AIIMS Insignia**, in case their vehicles are found parked at ‘No Parking Area’.
 - Rs.40/- (including GST) per car/four wheeler
 - Rs.25/- (including GST) per scooter/two wheeler
- b) **For general public**
 - Rs.200/- per car/four wheeler + Admissible parking charges
 - Rs.100/- per scooter/two wheeler + Admissible parking charges

Note:-

- (1) **FOR STAFF:** The Cycle/Scooter/Cars of staff bearing AIIMS Insignia will be entitled for free parking in specified areas and their safe custody will also be the responsibility of the contractor.
- (2) The AMBULANCES, Car of Counsellors, MLAs, Members of Parliament, Ministers, Staff Cars of the AIIMS Raipur Doctors, Staff and Government Officials and other VIP's as specified from time to time will be entitled to park their cars free of charge on all stands and their safe custody shall be the responsibility of the contractor.
- (3) The contractor shall be responsible for the safe custody of the notice boards displayed by the AIIMS Raipur displaying schedule of rates and to ensure that the rates etc. are not tampered with/altered/erased/covered by any persons. Any such lapse viz. Removal of boards and of tampering with/ altering/ erasing covering with any things on the boards, will be viewed severely and a penalty of Rs.100/-on each occasion /lapse will be charged irrespective of whether such acts are done by agents of contractor or not. The decision of the Director/Competent Authority, AIIMS Raipur in this shall be final and binding on the contractor.
- (4) A penalty of Rs.500/- shall be levied for non-observance of good behaviour with the public and the staff or for over charging for each complaint/incident. Apart from this AIIMS Raipur authorities shall also reserve the right to cancel the contract by giving one month's notice. The Director/Competent Authority, AIIMS, Tatibandh, Raipur, shall also be empowered to cancel the contract, forthwith without any notice for reasons to be recorded. The contractor shall on such cancellation vacate the site within 24 hours. The complaints from the General Public and the staff for the harassment /misbehaviour/ overcharging or for loss (es) or damages to the vehicles shall be enquired into by the Director/Competent Authority, AIIMS Raipur or his authorized representative and the penalty on account of loss(es) or damages shall be recovered from the contractor.
- (5) **The licensee shall use handheld/Portable machine for issue of printed tickets indicating ticket number, date, time and the approved rates of parking and produce the sample ticket to the Licensor for approval.**
- (6) **If the parking ticket is lost, the vehicle and the helmet can be delivered only after due verification to the complete satisfaction of the licensee.**
- (7) **The licensee is authorized to charge a fine equivalent to the parking charge of the vehicle for the lost ticket.**
- (8) **The licensee shall make their own arrangements for printing and issuing of vehicle park tickets along with counter foil of various denominations as per ticket pattern approved by AIIMS. No advertisements are permitted on front or back side of the ticket without the specific approval of the authority.**
- (9) **The contractor shall make necessary arrangement for insurance of parking on their expense.**
- (10) The contractor will suitably compensate the vehicle owner in case of theft of vehicle from the parking area as mentioned in schedule of **Annexure – A**. He will reasonably compensate the loss to vehicle owner, in case of any consequent damage to the vehicle in course of parking. Further the contractor will compensate to the owner of vehicle in making good the loss due to damage.
- (11) In case of any vehicle lying in the parking space unclaimed by more than two days, the matter shall be reported to Security Officer, AIIMS, Raipur for further legal proceedings

(12) PENALTIES:

(a) The penalties will be imposed on violation of terms and conditions of tender as per the list given below:

S.N.	Description of Irregularities	penalty
1	Staff not in uniform /without ID Card	Rs.200.00 / per instance
	Un-clean premises and improper housekeeping	
	Vehicles not parked in orderly manner	
	Area for vehicle movement not left	
2	Use of unapproved parking slips	Rs.500.00 / per instance
	Misbehaviour by parking staff	
	Non-availability of staff during night parking (Where ever applicable)	
3	Over charging	5% of contract monthly fee / per instance
	Encroachment	
	Recurring irregularities given at Sl. No. 1 & 2	
4	Use of parking space for other than parking purposes	10% of contract monthly fee / per instance
	Criminal activity in parking area	
5.	Tow-away crane not available at AIIMS, Raipur as required or their location not trackable via GPS tracking system from AIIMS, Raipur security control room or crane not functional appropriately.	Rs. 5000/- per instance/ crane

(b) Competent Authority, AIIMS Raipur or his authorized representative will have the right to check various parking areas at any time during the working hours. Any case of misuse/non-use of tickets coming to the notice as a result of such checks will render the second party liable for a penalty of Rs.1,000/-for each case. The decision of the Director/Competent Authority, AIIMS Raipur shall be final and binding and will not be challenged by the contractor in any manner what so ever.

(c) The amount of penalty given above is tentative and may vary depending upon the magnitude of irregularity observed. After repeated violations and no improvement in the situation on ground, AIIMS, Raipur reserves the right to cancel the contract.

(d) In case of any act or acts by the contractor which may be deemed criminal to be decided solely by the authorised representative of AIIMS, Raipur.

**Security Officer
AIIMS, Raipur**

IV. INSTRUCTIONS TO TENDERERS

Eligible agencies are advised to visit the Hospital site to get the on site assessment of the work on any working day between **9:00 am to 5:00 pm** and on Saturday from **9:00 am to 1:00 pm** by taking permission from the Medical Superintendent, AIIMS, Raipur.

1. The declaration in the prescribed proforma (**Annexure -B**) should be submitted in online Technical Bid.
2. The offer shall be valid for 180 days from the date of opening.
3. The tenderer shall quote for all work failing which the bid shall be considered non responsive.
4. Tender incomplete in any form will be rejected outright. Conditional tenders will also be rejected outright.
5. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director/Competent Authority to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
6. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period.
7. In case the successful Tenderer declines the offer of contract, for whatsoever reason(s), same will be debarred from participating in further tenders of AIIMS, Raipur.
8. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
9. The successful tenderer will have to deposit a **Performance Security Deposit of Rs. 60,000/- (Rs. Sixty thousand only) in the form of Demand Draft/FDR/BG drawn in favour of "All India Institute of Medical Sciences (AIIMS Raipur)", payable at Raipur within 15 days from the issue of letter of Intent. Failure in depositing Security deposit contract will be cancelled. No interest is payable on the amount of Security deposit. It will be returned after 3 months on completion of the contract period.**
10. The competent authority of AIIMS, Raipur reserves the right to amend any of the terms and conditions mentioned in the tender document if it is felt necessary in the interest of the Hospital.
11. The competent authority of AIIMS, Raipur reserves the right to reject all or any tender in whole, or in part, without assigning and reason(s) thereof.

**Security Officer
AIIMS, Raipur**

V. General conditions of contract (GCC)

1. That the contractor shall keep and maintain the parking area and the site around the parking area in a clean, proper and decent condition, and shall not keep the premises in a bad state of affairs during the currency of the period of contract and shall not in any manner damage the wall, floor or other structures of the Hospital or structures in the parking area, nor cause any kind of obstruction to the user of the hospital in any manner whatsoever.
2. That the contractor shall charge such rates as mentioned in the tender document and shall exhibit the schedule of rate at a specified place in the premises. The contractor shall ensure that the flow of traffic is maintained without any hindrance and that the vehicles are not allowed to violate late/slot displayed in the parking area.
3. That the contractor shall maintain the parking site in a clean and hygienic condition and shall conform to the rules, regulations or by laws made in this regards by the municipal / civic / BMC authorities concerned.
4. That the Contractor shall arrange his business in such a manner that he shall be in a position to cater to the needs of the commuters / visitors.
5. That the contractor shall place and continue to keep in the aforesaid premises all necessary equipment's and shall not remove any item from the site of parking thereof without prior approval of the employer.
6. That the contractor shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the moral or are of indecent, immoral or of improper character. It is expressly agreed that the decision of the employer in this regard shall be conclusive and binding on the contractor and shall not be a subject matter of dispute.
7. That the contractor shall not display or exhibit any advertisements in parking premises / put up hoarding on any part of the interior or exterior.
8. That the contractor shall have no right, title or interest in the premises allotted to him nor shall he, be deemed to have exclusive possession there off, except the permission to use the said site for the currency of this contract. Further, AIIMS, Raipur reserves the right to curtail the area of parking at any point of time during the currency of contract agreement for any developmental or what so ever reasons may be. No claim or compensation will be entertained on this account.
9. That the contractor shall not be entitled to allow any other person to use the premises in his possession or to use any part thereof. In the event of the death of the contractor or the contractor becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter "**the contract**" be continued with the legal heir/successor till award of contract to successful agency selected in tender process.

However with the express approval of the employer the legal heirs or representatives may be permitted after discharging any liability that the contractor may have incurred, remove the goods and other equipment that may be found at the specified premises. But in case, the goods are not claimed by the legal heirs/ representatives within four weeks of the demise of the contractor, the employer may by public auction dispose of the same.

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

10. That the contractor shall cater to the needs of Vehicle Parking Services of the commuters & the visitors to the hospital and failure to cater to the needs of these persons for a continuous period of seven days shall amount to a breach of the terms of this contract.
11. That the contractor shall maintain the free parking spaces specified in the tender documents for AIIMS, Raipur employees.
12. The contractor confirms full understanding and comprehension that notwithstanding anything else mentioned in this document, AIIMS, Raipur has the right to terminate this Contract agreement as and when it requires the said parking space/s for its own programmes whatsoever, by giving one month's notice thereof. The contractor voluntarily and unequivocally agrees to peacefully vacate the parking site as and when called upon by AIIMS, Raipur without demur. The contractor agrees voluntarily and unequivocally not to seek any claim damages, compensation or any other consideration whatsoever on this account in case of such termination, due to requirement of space by AIIMS, Raipur for its own use/ cancellation due to any other cause, including breach of terms and conditions of this agreement.
13. That the contractor shall abide by all rules and regulations, orders and instructions that the employer may from time to time make or adopt or issue for the care, protection and administration of the hospital parking site and the general welfare and comfort of AIIMS, Raipur employees and other connected persons.
14. That the AIIMS, Raipur shall not be responsible for the safety of any material or articles belonging to the contractor and also shall not be liable for any charge or injury to the property of the contractor lying at any time in / on / upon or around the said parking area from any cause whatsoever. Contractor will be responsible for the safety and security of all the vehicles parked in parking. He will also be liable to pay damages/compensation if any arises, from the commuters/users of the parking. In any case, AIIMS, Raipur will not be responsible for any damage/theft of vehicles in parking.
15. That the overall control of the parking site and supervision of the parking area shall remain vested with the CONTRACTOR, whose supervisors or authorized representative shall have access to at all hours to the said premises or any part thereof.
16. That on the expiry of the period of contract or on determination or revocation of the contract under the terms and conditions hereof, any belonging of the contractor found in such parking site shall be liable to be sold through public auctions unless claimed within a fortnight of the expiry of the period of contract or determination or revocation of the contract as the case may be.
17. That the employer shall have the right to terminate the contract after giving one month's notice without assigning any reason thereof. The employer will also have right to take into possession full or part of parking area for its own use or for development / modernization of parking area.
18. The contractor shall not engage any staff below the age of 18 years and should follow the labour laws and shall submit the list of workers with their name and address after their police verification.

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

19. Force Majeure conditions:

- I. Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- II. Political upheaval, civil commotion, strikes, lockouts acts of any Govt. (Domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.
- III. In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the AIIMS, Raipur. Termination under such circumstances will be without any liability on either side.
 - Serious loss or damage by fire.
 - Any other causes which, at the sole discretion of AIIMS, Raipur is beyond the control of the contractor's.

20. ARBITRATION:

- A Any dispute and / or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director/Competent Authority AIIMS, Raipur.
- b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding" s shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Raipur.

21 JURISDICTION:

This contract shall be deemed to have been concluded at Raipur for all purposes and therefore only courts of Raipur shall be having jurisdiction for the purpose of any adjudication where some dispute / obligation remain unsolved despite arbitration.

- 22** That nothing herein contained shall be construed as conferring upon the contractor any right, title or interest in respect of or over, in or upon the demised premises and the property of the employer. That the dealing of the contractor / his employees with the commuters/visitors shall be polite and courteous and he shall not indulge in any activity, which may cause harm to the interest of AIIMS, Raipur or its employees.

- 23** That the contractor shall allow AIIMS, Raipur authorized representatives to enter upon the premises/site in order to inspect and execute any structural repairs, additions or alterations at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the employer and for the purpose connected herewith and for compliance of terms and conditions of any works relating to

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

repairs/additions/alterations or other damages that may be caused during the course of installation of any fittings, fixtures etc. or owing to the inspection of the premises.

- 24** That the contractor shall be responsible for all the damages or loss of the property due to reasons for which he or his employees are directly responsible and shall be liable to make good any loss or damage that may be sustained by the employer except those due to normal wear and tear or such as be caused by storm earthquake or any other natural calamities beyond his control. The decision of the employer in regard to the extent and quantum of compensation if any to be paid shall be binding upon the contractor.
- 25** That the premises allotted shall not be used for residential purpose or for a purpose other than for which it is allowed. The contractor shall not be permitted to utilize the premises or to carry on any other trade along with the authorized business during the period of his contract.
- 26** That the contractor shall not keep any animal or convenience in or outside the premises.
- 27** That the employees of the contractor are and shall under no circumstances be construed as employees of AIIMS, Raipur and the contract indemnifies AIIMS, Raipur against any claims whatsoever against claims made by contractor employees.
- 28** That in case any theft or damage to property/vehicle or equipment or any other item in the charge of the contractor in the course of conduct of his business, the contractor indemnifies AIIMS, Raipur against any claims, compensation or damages whatsoever.
- 29** That in case any amount becomes due against the CONTRACTOR in respect of any matter covered under the contract, and contractor failed to pay the same within prescribed time limit it will be recovered as Arrears along with 12% interest for the period of delay.
- 30** Contractor shall clearly mark the individual vehicles space in the parking area & should clearly put up signage's & markings indicating direction towards exit & entry. Vehicles should be parked in orderly manner and passages for vehicles movement should be made available within the parking lot.
- 31** That all or any of the powers vested in the contract under these presences in respect of grant determinations, revocations, cancellations or restoration of this license or recovery of any dues in respect thereof or connected therewith shall also be exercised by the AIIMS and the CONTRACTOR shall have no objection whatsoever in this respect.
- 32** To comply with any systemic improvements as directed by AIIMS, Raipur.
- 33** **DURATION OF CONTRACT**
- a) The license will be valid for **one year** from the date of signing of Contract Agreement and the period may be renewed for further period of **1 year** at a time on mutually agreed basis subject to satisfactory performance of the licensee and 10% increase of the license fee every year at the time of renewal and at the sole discretion of the licensor.
- b) AIIMS, Raipur by reasons whatsoever and of which the AIIMS, Raipur shall be the sole judge and may terminate this contract by giving notice of **01 month** and the contractor and his staff shall vacate the site on the expiry of such notice.

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

34. PAYMENT TERMS

- a) The contractor shall pay the monthly license fee to AIIMS, Raipur in advance by 10th of each month. The monthly License fee shall be deposited in the form of cheque/DD in favour of “All India Institute of Medical Sciences (AIIMS Raipur)” payable at Raipur.
- b) The contractor shall charge for vehicle parking only as per the schedule of parking charges as per the schedule of rates mentioned in scope of work of the tender documents. During the currency of contract, the contractor shall not have any right to revise the rates without the written consent of AIIMS, Raipur.
- c) In case of Cheque bounce or non-payment of monthly license fee on stipulated time, penalties will be imposed on the contractor along with 12% interest for the late payment and legal proceedings will be initiated.
- d) Contractor shall also pay all the license or other fee or taxes payable to the Government or municipal or local bodies concerned in connection with the regulation/monitoring/management of the business of parking.
- e) The wages paid by the contractor to its workers should be in compliance with the minimum wages declared by the Central Government subject to revision.
- f) The Contractor shall deposit performance security deposit of **Rs. 60,000/- (Rs. Sixty thousand Only)** in the form of DD/BG/FDR within 15 days from date of Letter of Award. In case of any default by the contractor, the AIIMS, Raipur will/ can claim damages for each default or loss incurred due to the negligence of the contractor.

35. STATUTORY OBLIGATIONS

- a) All the statutory compliance of labour law should be followed by the agency.
- b) Agency shall be responsible for submission of various returns and obligations under the various labour laws and furnish one copy of such records to AIIMS, Raipur for scrutiny, if desired.
- c) Any changes in the constitution of the ownership of the agency shall not be effected without the written approval of the AIIMS, Raipur. Agency and their legal heir's assigns and employees however shall continue to be jointly and severally liable towards the acts performed in pursuance of this agreement.

**Security Officer
AIIMS, Raipur**

VI. SPECIAL CONDITIONS OF CONTRACT (SCC).

- 1- The contract for parking is non-transferable. The agency will keep his representative at site during operative hours of parking. The agency will only depute their regular personnel and supervisor for executing the work. It is further made clear that the agency cannot sublet the work in part or full to any other agency. If subletting is done the contract will get terminated and performance security deposit shall be forfeited.
- 2- The contractor have to depute their representatives at site office who will be available during parking hours. He will ensure the compliance of instructions given by the client's representative during inspection of site.
- 3- The representatives will ensure that vehicle is parked in the demarcated area for parking. No additional area to be encroached for parking. The encroachment in additional area will attract penalty. The penalty will be at double the monthly rental proportionate to the encroached area. The repetition of encroachment in additional area will lead to termination of contract and forfeiture of performance security deposit.
- 4- The representatives will ensure the display of updated emergency telephone numbers i.e. Fire Station, Police Station, Hospital, Ambulance etc. He will liaison with concerned authorities for assistance during emergency.
- 5- Once demarcated area is fully occupied, the board indicating "PARKING IS FULL" is to be placed at entrance of parking and supervisor is to be given instruction to depute workman to guide the approaching vehicle.
- 6- The contractor is required to post an experienced supervisor on every parking lot. He should be conversant with the parking layout and understand the priority/sequence of placing vehicles in parking lot. Similarly, for vehicles moving out of parking area, he should be in a position to depute the worker and direct them how to guide vehicle drivers to park or to move out the vehicles in particular lot etc. without causing damages to parked vehicles. The contractor is to depute supervisors in shift.
- 7- The complaints from the General Public and the staff for the harassment/ misbehaviour/ overcharging or for loss(es) or damages to the vehicles shall be enquired into by the Security Officer/nominated member by Competent Authority (AIIMS) and the penalty on account of loss(es) or damages shall be borne by the contractor.
- 8- The staff employed by the contractor for parking lot will be in proper Uniform. The contractor shall be responsible to ensure that his workers come in Uniform on duty in neat and clean uniform. The cost of the uniform and nameplates etc. will be borne by the contractor. In case any worker is found not in proper uniform as mentioned above, a penalty of Rs.200/- per person per day shall be charged. The contractor shall issue photo identity cards to his employees and they will display identity cards while on duty. He will also deposit police verification certificates of all the employees engaged by him to AIIMS Raipur.
- 9- Contractor shall be fully responsible for any theft/ any type of damages of the vehicle parked in any of the prescribed parking area.

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

- 10- **In case of additional area, if any (to be provided in near future), additional license fee shall be payable by the contractor on pro-rata basis as per the quoted rates for additional area. Currently, premium parking is not available.**
- 11- All the Tax liabilities shall remain with contractor and no claim for reimbursement shall be entertained by AIIMS Raipur.
- 12- **No Parking:-** To ensure that vehicles are not parked in 'NO parking areas', the contractor will arrange minimum 1 Tow away Crane(s) for removing the vehicles parked in unauthorized place or unauthorized vehicles parked in designated parking. Moreover, one Hydraulic crane may also be deployed by the contractor, for lifting the Luxurious cars/ vehicles.
- 13- No employee / supervisor of contract shall contain Gutka/Cigarette/Alcohol at time of duty in campus. If found, heavy kind of penalty & punishment is to be levied to contractor and contract may terminated.
- 14- The contractor may be permitted to install camera or any other temporary structure in connection with safety and security reasons for monitoring of parked vehicles, but for this purpose separate electric meters would be installed and power consumption on this account would be payable to AIIMS, Raipur by the contractor.

VII. SCHEDULE OF VEHICLE PARKING AREA OF AIIMS, RAIPUR

S. No.	Name of Parking	Area in Sq. Mtr.
1.	Trauma front side	1502.00
2.	Parking parallel to road from gate no.1	3578.00
3.	Parking in lower ground floor in Ayush	1551.00
4.	Parking in front of Dome 2	3186.00
5.	VIP Parking in front D-D1	2827.00
6.	Hospital parking	1448.00
7.	Parking in front of Auditorium	2600.00
8.	Parking in back of Auditorium	2551.00
9.	Medical college Front parking	1748.00
10.	Medical college side parking	1710.00
11.	Nursing college parking area	1542.00
12.	Parking in front of kitchen (G+1)	1588.00
13.	Parking in back of kitchen (G+1)	75.00
14.	Parking in front of STP	1284.00
15.	Basement parking of main dome	8680.00
16.	Medical college back side	1773.00
17.	New Admin. Block Parking	937.00
	Total	3858.00

TENTATIVE PLANS OF PARKING SITE

Please note that location of parking sites may be changed by AIIMS, Raipur and no compensation or claim will be entertained on this account.

Area means, area within boundary of AIIMS, Raipur parking sites and no deduction on account of any tree, electric pole, ramps, and footpath kerbs has been made as per drawing attached.

**Security Officer
AIIMS, Raipur**

ANNEXURE - B

VIII. DECLARATION

1. I, Son / Daughter of
Shri Proprietor / Partner / Director /
Authorized Signatory of am competent to
sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey
my acceptance of the same.

3. The information/documents furnished along with the above applicable 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 liabilities towards
prosecution under appropriate law.

Signature of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

**Note: The above declaration, duly signed and sealed by the authorized signatory of the
company, should be enclosed with Technical Tender.**

IX. DETAILS OF THE WORK EXPERIENCE:

Sl. No.	Name and address of the Organization, Designation and Telephone / Fax No of the Officer concerned	Details regarding the Contract including total manpower deployed in the parking services contract	Value of contract (Rs)	Duration of contract	
				From	To
				dd/mm/yy	dd/mm/yy
1					
2					
3					
4					

Signature of Tenderer

Date:

Name:

Place:

Seal:

X. CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Conform the enclosure of all the below documents (scanned copies to be uploaded with Technical Bid) without which tenderer may not be eligible to participate in the tender.

Description	Detail	Page No.
1. Name & Address of the interested firm with phone number, email, name and telephone/mobile		
2. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)		
3. Please attach experience/performance letters from any govt. hospital/govt. organisations/semi govt. organisations/state govt. organisations/reputed pvt. Hospitals. Bidder should have experience of three years in managing parking services in any of above organisations.	Yes/No.	
4. Please attach copy of last three years' of Income Tax Return	Yes/No.	
5. Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 12 lakhduly certified by the Chartered Accountant) b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Start-ups may submit its Start-up Registration for consideration <i>(Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not mandatory)</i>	Yes/No.	
6. PAN No. (Please attach copy)	Yes/No.	
7. GST/VAT/Service Tax Registration Number. (Please attach copy)	Yes/No.	
8. Bidder should have a registered office within 50 km radius of AIIMS Raipur. Please attached relevant proof.	Yes/No.	
9. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	Yes/No.	
10. Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police/CBI/Vigilance against the Proprietor/firm/partner or the Company (Agency). Please also declare that proprietor/firm/company has never been black listed/debarred by any organization. Indicate any convictions in the past against the Company/firm/partner.	Yes/No.	
11. An oath certificate to this effect may be enclosed on Rs.10 notarized stamp paper.	Yes/No.	
12. Earnest money deposit is waived in compliance of Dept. of Expenditure O.M No. F.9/4/2020-PPD, dated 12/11/2020. However, a bid security declaration in prescribed format (Annexure-L) must be submitted with the bid document	Yes/No.	

XI. CONTRACT AGREEMENT FORM

THIS AGREEMENT made the _____ day of _____ 2025 between the DIRECTOR, AIIMS, Raipur.

(herein after "the AIIMS, Raipur") of the one part and _____ (Name of agency of _____ (city) (herein after "the contractor") of the other part:

WHEREAS the AIIMS, Raipur is desirous of 'Vehicle Parking Services Contract at designated parking spaces of AIIMS, Raipur and has accepted a bid by the agency for the 'Vehicle Parking Services Contract' as per the Prices quoted in Financial Bid (hereinafter called the "Contract Price")

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: a) Tender Notice;

b) The entire tender document;

c) The Bid Form and the Price Schedule (BOQ) submitted by the Bidder;

d) The Specifications of works given in various sections of the tender document; e) The Terms and Conditions of Contract;

f) The AIIMS, Raipur Notification of Award; g) The agency's acceptance of the award;

In consideration of the monthly license fee to be deposited by the agency to AIIMS, Raipur in advance 10th of every month, AIIMS, Raipur is giving the permission to the contractor for vehicle parking services at the designated parking spaces of AIIMS, Raipur as per the details provided in section -III, scope of works of tender document.

Brief particulars of the works which shall be undertaken by the agency is as per the whole set of tender documents. The Vehicle Parking Services contract at designated parking spaces of AIIMS, Raipur will be with effect from/...../20_ to/...../20__.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Indian laws the day and year first above written.

Signed, Sealed and Delivered by the Said _____ (for the AIIMS, Raipur) In the presence of _____ Signed, Sealed and Delivered by the Said _____ (for the AGENCY) In the presence of;

Witness (1)

Witness (2)

Signature of Bidder

AIIMS, RAIPUR

TECHNICAL BID

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

1. Name & Address of the interested firm with phone number, email, name and telephone/mobile	
2. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
3. Please attach experience/performance letters from any govt. hospital/govt. organisations/semi govt. organisations/state govt. organisations/reputed pvt. Hospitals. Bidder should have experience of three years in managing parking services in any of above organisations.	
4. Please attach copy of last three years’ of Income Tax Return	
<p>5. Turnover</p> <p>d. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 12 lakhduly certified by the Chartered Accountant)</p> <p>e. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.</p> <p>f. Start-ups may submit its Start-up Registration for consideration (<i>Relaxation in turnover can be considered as the case may be, subject to fulfillment of other conditions.</i> <i>However, it will not mandatory</i>)</p>	
6. PAN No. (Please attach copy)	
7. GST/VAT/Service Tax Registration Number. (Please attach copy)	
8. Bidder should have a registered office within 50 km radius of AIIMS Raipur. Please attached relevant proof.	
9. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	
10. Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police/CBI/Vigilance against the Proprietor/firm/partner or the Company (Agency). Please also declare that proprietor/firm/company has never been black listed/debarred by any organization. Indicate any convictions in the past against the Company/firm/partner.	
11. An oath certificate to this effect may be enclosed on Rs.10 notarized stamp paper.	
12. Earnest money deposit is waived in compliance of Dept. of Expenditure O.M No. F.9/4/2020-PPD, dated 12/11/2020. However, a bid security declaration in prescribed format (Annexure-L) must be submitted with the bid document	

XII. PRICE BID

Price bid in the form of BOQ_XXXX. xls

Sign. & Seal of the Bidder

ANNEXURE – H

XIII. UNDERTAKING

(SUBMIT ON Rs100/- NON-JUDICIAL STAMP PAPER)

To

The Director,
AIIMS Raipur,
Tatibandh, Raipur-492099 (CG)

Dear Sir,

1. I / We hereby submit our tender for the “MANAGEMENT OF CYCLE/SCOOTER/CAR PARKING AREAS ON ANNUAL CONTRACT BASIS AT THE AIIMS, TATIBANDH RAIPUR-492099 (CG).
2. I/We hereby agree to all the terms and conditions, stipulated by the AIIMS Raipur in connection including penalty.
3. I/We undertake to sign the Annual Contract Agreement within 10 (Ten days) from the issue of the letter of acceptance, failing which our/my name may be removed from the list of supplier’s/contractors of the AIIMS, Tatibandh Raipur- 492099 (CG).
4. I/We bid all the labour issues.

Yours faithfully,

**Signature of tenderer(s)
WITH FULL ADDRESS**

WITNESS _____

WITNESS _____

Sign. & Seal of the Bidder

XIV. PROFORMA FOR CRIMINAL LIABILITY UNDERTAKING

(On Rs.10/- STAMP PAPER)

AFFIDAVIT

AIIMS Raipur/16-17/Parking Stand Vehicle Parking Services Contract/01

I.....S/o.....

resident of (complete address)

.....do solemnly pledge and affirm
:

1. That I am the Proprietor of M/s.....
2. That no case of any nature, i.e., CBI/FEMA Criminal case/ Income Tax /VAT/ Service Tax/ Blacklisting is pending against my firm.

Sign. & Seal of the Bidder

Signature & Seal of the Tenderer

XV. DECLARATION REGARDING CLEAN TRACK RECORD

**To,
The Director,
AIIMS, Tatibandh Raipur-492099 (CG)**

Sir,

I have carefully gone through the Terms & Conditions contained in the tender for award of Annual Parking Contract at AIIMS, Tatibandh Raipur. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations. I further certify that I am a competent authority in my company and company has authorized me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Sign. & Seal of the Bidder

XVI. CERTIFICATE FOR SATISFACTORY WORK

(To be submitted on the letterhead of client)

This is to certify that M/s has undertaken satisfactory Parking Contract work valued at Rs. during the period fromtoatour organization. It is further certified that M/s has carried out the work satisfactorily as per the conditions stipulated in the SLA.

Date:

Place:

Signature:

Name:

Designation:

Seal:

Sign. & Seal of the Bidder

ANNEXURE-L

PAID PARKING AREA

SNO.	Name of Parking	Area in Sq. Mtr.
1.	Trauma front side	1502.00
2.	Parking parallel to road from gate no.1	3578.00
3.	Parking in front of Dome 2	3186.00
4.	Hospital Parking	1448.00
5.	Parking in back of Auditorium	2551.00
6.	Medical college front parking	1748.00
7.	Nursing college parking area	1542.00
8.	VIP parking in front D-D1	2827.00
	Total	18382.00

NON PAID /STAFF PARKING AREA

SNO.	Name of Parking	Area in Sq. Mtr.
1.	Parking in lower ground floor in Ayush	1551.00
3.	Parking in front of Auditorium	2600.00
4.	Medical college side parking	1710.00
5.	Hostel area parking (Parking in front of kitchen (G+1), Parking in back of kitchen (G+1), Parking in front of STP)	2947.00
6.	Medical college back side	1773.00
7.	Basement parking of main dome	8680.00
8.	New Admin Block Parking	937.00
	Total	20198.00

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2025

BETWEEN

Executive Director, AIIMS Raipur through Executive Engineer (C), AIIMS Raipur.
(Name of Division)
AIIMS,....., (Hereinafter referred as the
(Address of Division)

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Preamble

WHEREAS the Principal /Owner has floated the e-Tender (**NIT No. AIIMS/R/SEC/Vehicle Parking/2024-25/02**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Vehicle Parking services at designated parking spaces of AIIMS Raipur.**" Here in after referred to as the "**Contract**".

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

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

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

ARTICLE 1: COMMITMENT OF THE PRINCIPAL / OWNER

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

ARTICLE 2: COMMITMENT OF THE BIDDER (S) / CONTRACTOR (S)

1. It is required that each Bidder /Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

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

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

ARTICLE 3: CONSEQUENCES OF BREACH

1. Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:
2. If the Bidder (s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
3. **Forfeiture of EMD / Performance Guarantee / Performance Security Deposit:**
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.
4. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or under any law or if the Principal/Owner has substantive suspicion in this

NIT No. : AIIMS/R/SEC/Vehicle Parking/2025/02

regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

ARTICLE 4: PREVIOUS TRANSGRESSION

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

ARTICLE 5: EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUBCONTRACTORS:

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

ARTICLE 6- DURATION OF THE PACT

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 06 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, AIIMS Raipur.

ARTICLE 7- OTHER PROVISIONS

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

ARTICLE 8 LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/ Owner)

(For and on behalf of Bidder/ Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:-

Dated: