



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4989697  
Dated/दिनांक : 30-05-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-06-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-06-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health And Family Welfare
Organisation Name/संगठन का नाम	All India Institute Of Medical Sciences (aiims)
Office Name/कार्यालय का नाम	Aiims Bibinagar Hyderabad
Item Category/मद केटेगरी	Financial Audit Services - AS PER ATC; CA Firm
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>Bid Details/बिड विवरण</b>	
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	600000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	18000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### **Beneficiary/लाभार्थी :**

AIIMS BIBINAGAR HYDERABAD  
AIIMS Bibinagar HYDERABAD, Department of Health and Family Welfare, All India Institute of Medical Sciences (AIIMS), Ministry of Health and Family Welfare  
(Prof. Dr. Vikas Bhatia)

#### **Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the

order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Number of Years of firm/company's existence as per ICAI certificate:**AS PER ADDITIONAL TERMS AND CONDITIONS

**Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:**AS PER ADDITIONAL TERMS AND CONDITIONS

**Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:**AS PER ADDITIONAL TERMS AND CONDITIONS

**Number of partners/ qualified professionals in full time employment with DISA/CISA qualification**AS PER ADDITIONAL TERMS AND CONDITIONS

**Number of XX fulltime CA's required and YY professional audit staff:**AS PER ADDITIONAL TERMS AND CONDITIONS

**Price Breakup Format for the bidders to upload for providing break-up of overall project cost:**[1716901037.pdf](#)

**This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
AS PER ATC	100	70	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 70

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
10-06-2024 15:00:00	O/o DD(A), AIIMS BIBINAGAR HYDERABAD

**Financial Audit Services - AS PER ATC; CA Firm ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Scope of Work	AS PER ATC
Type of Financial Audit Partner	CA Firm

Specification	Values
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Compliance with law & regulations , AS PER ATC
Type of Industries/Functions	AS PER ATC
Frequency of Progress Report	Weekly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Weekly
State	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Post Financial Audit Support	NA

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Shyam Siddharth Rao Patharla	508126,AIIMS Bibinagar (Hyderabad Metropolitan Region) RANGAPURAM NH163 Telangana 508126	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BIBINAGAR  
HYDERABAD METROPOLITAN REGION (HMR) TELANGANA-508126, INDIA

अखिल भारतीय आयुर्विज्ञान संस्थान, बीबीनगर

हैदराबाद मेट्रोपोलिटन क्षेत्र (एच.एम.आर.), तेलंगाना – 508126, भारत

**ADDITIONAL TERMS AND CONDITIONS (ATC) engagement of a professional firm for internal audit and other allied services at AIIMS Bibinagar.**

All India Institute of Medical Sciences, Bibinagar Hyderabad Metropolitan Region (HMR) (Telangana) is located on a 200 acre area on Hyderabad-Warangal Highway (NH-163), Yadadri Bhuvanagiri (District). An apex healthcare institute was established under **The Pradhan Mantri Swasthya Suraksha Yojana (PMSSY)** announced during 2003 with the objectives of correcting regional imbalances in the availability of affordable/reliable tertiary healthcare services and also to augment facilities for quality medical education/research in the country. AIIMS recognized as Institutes of National Importance and functioning as Autonomous Institutions under Ministry of Health and Family Welfare, Government of India. The first leap of MBBS course was started as a modest beginning on 27.08.2019, and subsequently other OPD/medical services gained momentum towards its assigned goals.

On behalf of the Executive Director, AIIMS Bibinagar, Hyderabad, the Dy. Director (Admin), invites online tenders in GeM two bid system as SLA (LCS - Least Cost Selection) from reputed Chartered Accountants/CA firms for **engagement of a professional firm for internal audit and other allied services** at AIIMS Bibinagar.

**Part I:** The Tender/ Bid will be opened online at e-Tendering portal (GeM) *at Administrative office at AIIMS Bibinagar Premises*. Only those financial bids will be opened whose technical bids are found eligible by the committee appointed for the concerned services. 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.

1. **Method of Selection** : The method of selection is Least Cost Selection (LCS). The bidder has to submit both a technical and a financial proposal at the same time. Minimum qualifying marks for the quality of the technical proposal are 70 out of maximum 100. The technical proposals shall be opened first and evaluated and the offers who are qualifying as per the technical evaluation criteria will only be considered as technically responsive. The rest would be considered technically non-responsive and would be dropped from the list. Financial proposals shall be opened for only eligible and responsive offers and ranked. L-1 offer out of the responsive offers shall be selected on price criteria alone without giving any additional weightage to marks/ranking of technical proposal.

2. **Criteria For Evaluation** : In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration.

3. **Short-listing of Applicants**: Of the Applicants as aforesaid, as per above clause shall be pre-qualified and short-listed for financial evaluation. However, if the number of such pre-qualified Applicant is one, AIIMS, Bibinagar may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify in terms of above Clause; provided that in such an event, the total number of pre-qualified and shortlisted Applicants shall not exceed four.

4. **Evaluation of Financial Proposal** : In the second stage, the financial evaluation will be carried out as per this clause. For financial evaluation, the total cost indicated in the Financial

Proposal, will be considered. AIIMS, Bibinagar will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Bidders. The firm offering lowest Financial Proposal shall be invited for negotiations.

**5. Reverse Auction:** would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination.

**6. Negotiations:** Negotiations will include a discussion of the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made to improve the Terms of Reference. Having selected the firm on the basis of least cost, the Client expects the submission of original CVs of the experts designated in the Proposal at the time of contract negotiation. During contract negotiations, the Client will require assurances that the experts will be actually available. In the event the financial proposals are 'tied' the bidder securing the highest technical score will be considered for the negotiations

**7. Award of Contract :** After completion of negotiations with the successful bidder, the AIIMS, Bibinagar shall issue Letter of Acceptance/Work order to the selected Bidder. The Bidder has to sign the agreement with the client within 14 days of issue of Letter of Acceptance. However, before signing the agreement, the selected bidder has to submit a Performance Guarantee as mentioned in the General Conditions of the Contract. If the selected bidder fails to submit the Performance Guarantee within the time prescribed above, the EMD of the selected bidder may be forfeited and the proposal of selected Bidder will be rejected. Once the agreement is signed with the successful bidder, the EMD of all agencies shall be refunded. The bidder is expected to commence the Assignment on the date and at the location as instructed by the AIMS, Bibinagar.

**8. Organization and Staffing:** The Bidders should propose and justify the structure and composition of his team. Bidder should list the main disciplines of the Assignment / job, the key experts responsible and proposed technical and support staff. The bidder must be able to provide the service within specified time period as prescribed in the Work Order.

9. The pre bid meeting would be held on 10 June 2024 at 03.00 PM in the Video Conference Room, AIIMS, Bibinagar. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query if any in writing before the committee and submit the same in writing on its letter head.

Addl. Terms and conditions:

- 1. EMD/Bid Security- Rs. 18,000/-** (Rs. Eighteen thousand only) in the form of FDR/Bank Guarantee in favour of "Executive Director, AIIMS Bibinagar," payable at Bibinagar, for the period of 6 months from the date of opening of Technical Bid.
- 2.** The place of arbitration and the language to be used in arbitral proceedings shall be decided by the Institute (AIIMS Bibinagar).
- 3.** All disputes shall be subject to Bhongir Jurisdiction only.
- 4.** 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.

**5. Duration:** One year from the date of Work-order and further extendable by one year based on performance at the discretion of the Competent Authority of AIIMS Bibinagar.

**6. Remuneration:** Professional fee shall be paid on monthly basis for the services rendered. The monthly payment would be limited to 95 percent of the monthly bid value for the first six months. The cumulative withheld amount on account of such 5% deduction from monthly bill would be released after six months from the date of submission of certified Balance Sheet in each year.

**7. Extra Remuneration: for preparation of Utilization Certificate (UC) for research project, additional payment towards administrative charges @ Rs. 2000/- annually for UCs per project will be paid, if required from respective extramural fund. The Research project means the externally funded projects headed by PI (Principal Investigator).**

**8. (a) Performance Security Deposit-** Performance Security Deposit equivalent to 5% of the value of the work order to be deposited within 30 days from the date of issue of work order in the form of Account Payee Demand Draft / Fixed Deposit Receipt (FDRs) from a commercial bank/Bank Guarantee from a Commercial Bank in favour of “The Executive Director, AIIMS Bibinagar”/Online payment through AIIMS portal. The Performance Security should remain valid for a period of 60 days beyond the completion of all contractual obligations of the vendor.

(b) All government duties and taxes shall be paid/ reimbursed by AIIMS Bibinagar .

**9.** The successful bidder shall mandatorily deploy at least one qualified CA/ CMA and 2 qualified staff having cleared Intermediate exam of CA/CMA along with one data entry operator as per need of AIIMS, Bibinagar. In case of deficit deployment of required staff a **penalty up to @ Rs. 5,000/ month** or part thereof for non deployment of qualified CA/ CMA & Rs. 2,500/- per qualified staff / month or part thereof will be levied and/or the agreement is liable to be terminated by the Executive Director, AIIMS Bibinagar.

**10. Termination clause-** If at any time the Institute is not satisfied with the services provided by the firm, the Institute (AIIMS Bibinagar) may terminate the contract after giving a notice of one calendar month. While, the firm, if it wishes to terminate the services, has to provide three (03) month notice to the Institute.

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

#### **11. AWARD OF CONTRACT:**

- **Period of Empanelment:** The empanelment will be initially for a period of one year which may be extended further one (01) year with mutual consent, subject to satisfactory performance.
- The Successful Bidder should accept the offer within 14 days from the date of receipt of “Letter of Offer”, failing which the offer will be cancelled.
- **Agreement:** The successful bidder will have to execute an agreement on a non- judicial stamp paper worth Rs.100/-. The cost of the stamp duties for the execution of the agreement will be borne by the agency.
- AIIMS Bibinagar reserves the right to engage one or more agencies at a time and to cancel the Contract at any time without assigning any reason.
- AIIMS Bibinagar reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.

**PART II : Scope of work for services shall be as under:**

- a) To check Day to day tally vouchers, internal checking of all vouchers at AIIMS, Bibinagar and facilitating preparation of correct vouchers for each transaction. To act as an internal auditor for AIIMS Bibinagar.
- b) To check bank reconciliation statements (BRS) for all bank accounts of the institute with duly reconciled with bank book/ cash book at the end of every month (including AIIMS Bibinagar and research/ project banks accounts etc) and suggest necessary corrections.
- c) To compile, check and verify data/calculations of all taxes, like GST, TDS, TDS on GST, PT, commercial taxes, Labour cess etc. on monthly, quarterly & annual basis to facilitate AIIMS Management for timely filing of returns.
- d) To check/ review statutory returns (monthly, quarterly & annual) and propose necessary rectification/ correction therein pertaining to Income tax, TDS on GST, GST TDS, PT, Labour cess etc as well as to facilitate the AIIMS Management in furnishings of replies with required data for various appeals, hearings, all kinds of statutory demand, notices etc.
- e) To check and verify salary deduction of all employees like EPF, GPF, NPS, GIS, CGEGIS, PT etc on monthly, quarterly & annual basis and take necessary action to facilitate timely deduction and depositing.
- f) Assist in fresh application for NPS registration of new employees, shifting of PRAN from previous organization to AIIMS of transferred employees, verification of NPS deduction on monthly basis, preparation of monthly NPS returns and submitting the same to the CRA-NSDL etc.
- g) To review, verify and suggest rectification and propose for adjustment of various advances, creditors etc. and to extend timely advise for its settlement/recovery.
- h) To conduct ledger scrutiny on regular basis to find out discrepancies in accounting, if any.
- i) To assist in calculation of Income Tax dues of Faculty/ Officers/ Staff of AIIMS, Bibinagar and facilitating to issue form-16 and 16A and file corrections if any in time, duly reconciled with traces and 26AS.
- j) To Prepare Utilization certificates of various schemes/ projects of AIIMS Bibinagar including research projects (approx-100 nos) as and when required.
- k) Apply for non-deduction of TDS certificate with respect to interest earned from bank or any other sources.
- l) To facilitate in preparation of replies to observations of various audits including CAG Audit, Audit by MOHFW etc.
- m) To verify day to day accounting entries in Tally software to ensure its timely entry aswell as its accuracy.
- n) To scrutinize the cash book (including Hospital cash book) on regular basis to ensure its

proper maintenance and verification by DDO.

- o) To scrutinize and reconcile the major advances given by the Institute.
- p) Preparation of Trial Balance on monthly basis and preparation & finalization of annual accounts (Balance sheet, including Receipt & Payment and Income & Expenditure Statement) on completion of financial year and to certify the same (through a qualified chartered Accountant).
- q) To give opinion on various taxation related / account related issues as and when requested by the competent Authority of the AIIMS, Bibinagar
- r) Carrying out of any allied work assigned by the Competent Authority of the AIIMS, Bibinagar in respect of accounts, taxation or of statutory nature and assessment/reconciliation of payments to vendors/contractors etc.
- s) To prepare form 15CA&15CB at the time of foreign remittance as well as preparation of e-way bills as per GST Act.
- t) To facilitate for obtaining of 80G certificate and 12AA/AB certificate and other certificate for claim exemption from statutory and custom etc & to suggest such compliances as required for same.
- u) To suggest and help the Institute in adhering to all mandatory/ statutory compliances with respect to all kind of tax matters, including exemptions.
- v) To furnish an internal audit report on quarterly basis to the ED, AIIMS Bibinagar.
- w) The function as specified in the scope and coverage is illustrative & may vary depending upon the need of the institute without change in the remuneration.
- x) The firm/CA will be responsible for any omission or commission on its part in respect of any transaction seen by them. In case of any serious act of omission and commission is noticed in the working of the audit firm, the Institute (AIIMS Bibinagar) reserves the right to refer the matter to the Institute of Chartered Accountant of India/ CAG of India for such actions as may be deemed fit.
- y) Monthly summary and quarterly audit report should be submitted in the prescribed format
- z) Provide services relating to extramural projects like verification of bills and other data, TDS deductions and preparation of TDS returns.
  - aa) To conduct performance audit
  - bb) Detailed verification of intramural projects.

### **PART III : The essential qualifications & Evaluation Criteria**

- i. The concern should preferably be registered having HO/ Branch in Hyderabad, Telangana State.
- ii. The firm/multi-disciplinary firm/ LLP shall have at least five partners having Chartered Accountant (CA)/Cost and Management Accountant (CMA) each having minimum five (05) years post qualification experience in accounting or audit of Medical College or Hospital (at least 100 bedded) or government autonomous educational institute (state Govt/ central Govt).

- iii. The firm should be empanelled with the Comptroller and Auditor General of India(CAG).
- iv. The firm should have at least three Chartered Accountants as active partners.
- v. Average Annual Income on account of Professional fees earned during the last three completed financial years (2020-2023) must be more than **Rs.20 Lakhs**.
- vi. The concern should have adequate man-power to spare towards the assigned works at AIIMS Bibinagar as detailed in part II of the document.
- vii. Signed and scanned copy of performance certificate showing that at least 5 Audit assignment of Internal / Statutory Audit of Corporate /PSU entities / Organizations funded by Central Govt./Hospitals with minimum of 100 beds. (Except Bank/Financial Institutions) in last 5 years reckoned backward from the last date of publishing of the tender.
- viii. Registration Certificate issued by the Comptroller and Auditor General of India for the Financial Year 2022-23, which should be valid for the period of contract with AIIMS Bibinagar.
- ix. Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.

Non-disclosure :

The Firm/Company shall not disclose directly or indirectly any information, materials and details of the Institute's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Firm/ Company during the course of discharging contractual obligations in connection with this agreement to any third party and shall at all times hold the same in strictest confidence. The Firm / Company shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Firm/ Company shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Institute. The Firm/ Company shall indemnify the Institute for any loss suffered by it as a result of disclosure of any confidential information.

Failure to observe the above shall be treated as breach of contract on the part of the Firm/ Company and the Institute shall be entitled to claim damages and pursue legal remedies. The Firm/ Company shall take all appropriate actions, as required, to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Firm's/ Company's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

The selected firm is required to submit an affidavit-cum-indemnity bond on non-judicial stamp paper (value as per local stamp laws) at the time of appointment/ extension of the term of appointment, as to the maintenance of confidentiality and secrecy of the Institute's systems and procedures as also to indemnify the Institute against any claim due to loss or damage arising because of disclosure of any information by it.

Prevention of Sexual Harassment Clause:

The firm shall be solely responsible for full compliance with the provisions of the sexual harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employees within the premises of the Institute, the complaint will be filed before the Internal Complaint Committee constituted by the firm and the firm shall ensure appropriate action under the said Act in respect of the compliant.

Any complaint of sexual harassment from any aggrieved employee of the firm against any employee/customer/visitor of the Institute shall be taken cognizance of by the Appropriate Authority constituted by the Institute. The firm shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

The firm shall be responsible for any monetary compensation that may need to be paid in case the incidence involves the employees of the firm, for instance any monetary relief to Institute's employee, if sexual violence by the employee of the firm is proved.

#### **PART IV: GENERAL TERMS AND CONDITIONS**

- i) The AIIMS, Bibinagar does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all tenders without assigning any reason, whatsoever.
- ii) Any change in the constitution of the concern of the Bidder shall be notified forthwith by the Bidder in writing to AIIMS, Bibinagar and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Bidder in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.
- iii) The AIIMS Bibinagar reserves the right to terminate the contract, at any time in future, without assigning the contract any reasons and after give of a notice of one month to the contractor.
- iv) The normal payment terms are after 30 days of submission of correct bill.

#### **INTEGRITY PACT**

The Pact essentially envisages an agreement between the prospective vendors/ bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit which is not legally available.
- b. Principal to treat all bidders with equity and reason.
- c. Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- e. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.
- h. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

i. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor, who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

**The Bidder has to submit the Integrity Pact as per Annexure-IV.**

Dy. Director (Admin)  
AIIMS, Bibinagar

### **ACKNOWLEDGEMENT**

The Bidder acknowledges that Engagement of services of a professional Firm in AIIMS Bibinagar is to be done as per the terms, clauses and conditions, specifications and other details of the contract. The Bidder shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract to evading any of his obligations under the contract.

Signature and stamp of the Bidder  
**or Authorized signatory**

### **UNDERTAKING**

I/We have read and understood all the terms and condition of all sections of the bid document. I/we hereby quote for Engagement of services of Professional Firm in AIIMS Bibinagar as per scope of work specified in the bid document and as set forth in the terms and conditions of the contract, which will be binding upon me/us in the event of the acceptance of my/our tender.

Read and accepted.

Signature and stamp of the Bidder  
**or Authorized signatory**

### TECHNICAL BID DOCUMENTS

All documents mentioned below shall be uploaded on GeM portal and to be provided in physical form by post within 03 days from the bid end date :

Sr. No.	Item	Remarks
1	The Company Registration certificate for professional Chartered Accountant/CMA/Partnership firm/LLP/ multidisciplinary firm with 5 years or more experience in Internal/Statutory Audit	
2	The Company Registration certificate from ICAI	
3	CA/CMA certification copies to be provided for all personnel employed by your firm	
4	Skilled Staff- Qualified in both the Groups of IPCC/CMA Inter/final - No of staff employed by your firm	
5	CAG empanelment certificate copy	
6	PAN copy and GST registration copy	
7	Work order documents, related to work experience as mentioned at 1 above	
8	Turnover of Last 3 financial years i.e., 2020-21, 2021-22, 2022-23 (Relevant audited copies may be attached)	
9	Pre Contract Integrity Pact as per Annexure-IV	

Bidder's Signature

Note: 1. Bidders are mandatory to submit all the above mentioned hard copy of documents in a sealed cover superscribed with GeM bid No. and Description of the title to the following address within 03 days from the date of Bid End date.

**Deputy Director (Administration)  
AIIMS Bibinagar, Hyderabad**

2. Non submission of above mentioned documents in prescribed format, bids are liable for rejection.

**Evaluation Criteria**

## Criteria for Technical Bid Evaluation

	Parameters	Marks	Max
1	Experience of the firm - No. of years		15
	less than 05 years	0	
	05 to 10 years	10	
	Above 10 years	15	
2	Full Time Chartered Accountant (CA) Partners		10
	Less than 3	0	
	3 to 5	05	
	Above 5	10	
3	Full Time Cost Accountant (CMA) Partners		10
	Less than 2	0	
	2 to 4	05	
	Above 4	10	
4	Key professional staff -Full time CA/CMA employees to be allocated to AIIMS, Bibinagar		15
	Less than 3	0	
	3 to 5	10	
	More than 5	15	
5	Skilled Staff- Qualified in both the Groups of IPCC/CMA Inter /final - No of persons employed		10
	Less than 4	0	
	4 to 8	5	
	More than 8	10	
6	No. of Central/State Govt hospital/ teaching Institute (minimum 100 bedded hospital/INI (Institute of National Importance)) Audited During last 3 FY. (2020-21,2021-22, 2022-23)		20
	6(a) As auditor		
	Less than 2	0	
	2 to 5	05	
	More than 5	10	
	6(b) As Internal Auditor		
	Less than 2	0	
	2 to 5	05	
	More than 5	10	
7.	<u>Turnover of Last 3 financial years i.e., 2020-21, 2021-22, 2022-23</u>		<b>20</b>
	<b>20-50 lakhs</b>	5	
	<b>50 – 100 lakhs</b>	10	
	<b>100-150 lakhs</b>	15	
	<b>&gt;150 lakhs</b>	20	
	<b>Maximum Marks</b>		<b>100</b>

**TENDER FORM**  
**(On the letter head of the concern submitting the bid)**

**To**  
**The Director,**  
**AIIMS, Bibinagar.**

**Ref.: Tender No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

**Sir,**

I/We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.

I/We hereby agree to pay all taxes and levies (as per actuals) GST, VAT, Income Tax, Work Contract Act, Octroi, duties, levied by the government, as prevailing from time to time, on such items for which the same are levied, and the rates quoted by me/us are basic with taxes quoted separately.

I/We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding Order upon me/ us.

I/We declare that I/we have not been de barred by any Government/ Semi Government undertaking till date.

That this offer shall be valid for 120 days from the last date of submission of bid.

That the rates quoted are not higher than the rates quoted for same work for any government/undertaking.

That I/we undertake to indemnify AIIMS, Administration.

**Yours faithfully,**

**(Signature of bidder)**

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax** \_\_\_\_\_ **Email** \_\_\_\_\_

**PROFILE OF ORGANIZATION**

1. Name of concern :
  
2. Status of the concern :  
(Proprietary/Partnership/Private/Govt./Others (Specify)  
(Support with documents)
  
3. Postal Address :
  
4. Telephone :
  
5. Fax :
  
6. E-mail :
  
7. Web site :
  
8. Year of Establishment :
  
9. Activities/Services Offered :
  
  
10. PAN :
  
11. Name of the Head of the :  
Organization/ Managing Director

Date :

Place

Signature of Authorized Signatory

## Annexure-IV

### **PRE CONTRACT INTEGRITY PACT**

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) and submitted in envelop duly super scribed as 'Integrity Pact'.

Between (AIIMS, BIBINAGAR) hereinafter referred to as "The Principal"

And ..... hereinafter referred to as "The Bidder" for Advertising agency for advertising services across India and processing thereof on behalf of AIIMS, BIBINAGAR,

#### Preamble

*The Principal intends to award, under laid down organizational procedures, contract/s for. The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness/transparency in its relations with its Bidder(s).*

*In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.*

#### *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:-

- a. 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 self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 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 IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### *Section 2 – Commitments of the Bidder(s)*

(1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) 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 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) 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 introduce cartelization in the bidding process.
- c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) 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.

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

e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### *Section 3 – Disqualification from tender process and exclusion from future contracts*

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

#### *Section 4 – Compensation for Damages*

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the 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 of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### *Section 5 – Previous transgression*

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

#### *Section 6 – Equal treatment of all Bidders*

1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

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

#### *Section 7 – Criminal charges against violating Bidders(s)*

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are 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 same to the Chief Vigilance Officer.

*Section 8 – Independent External Monitor*

(1) The Principal appoints competent and credible *Independent External Monitor* (IEM) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for AIIMS, Bibinagar is :

*(TO BE declared by AIIMS Bibinagar*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Director, AIIMS, Bibinagar.

(3) The Bidder(s) accepts that the Monitor 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 Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) Sub-with confidentiality. The Monitor has also signed declarations on ‘Non- disclosure of Confidential Information and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS, Bibinagar and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

(6) The monitor will submit a written report to the Director, AIIMS, Bibinagar within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(7) If the Monitor has reported to the Director, AIIMS, Bibinagar, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, AIIMS, Bibinagar has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word ‘Monitor’ would include both singular and plural.

*Section 9 – Pact Duration*

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from

future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless its discharge/determined by the Director, AIIMS, Bibinagar.

*Section 10 – Other provisions*

- 1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Bhongir, Yadadri Bhongir District, Telangana.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or 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) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Bidder)(Office Seal)

For & On behalf of the Principal)(Office Seal)	(For & on behalf of the Bidder)(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

Witness2:

(Name & Address)

\*\*\*\*\*

END of ATC