



सत्यमेव जयते

भारत सरकार  
Government of India  
स्वास्थ्य एवं परिवार कल्याण मंत्रालय  
Ministry of Health & Family Welfare  
वर्धमान महावीर मेडिकल कॉलेज एवं सफदरजंग अस्पताल  
Vardhman Mahavir Medical College & Safdarjung Hospital  
चिकित्सा अधीक्षक का कार्यालय  
Office of the Medical Superintendent  
नई दिल्ली / New Delhi-110029  
(संपदा अनुभाग / Estate Section)



No. E-25475/EST-14014/1/2024-Estate

Dt. 30-09-2024

### CORRIGENDUM

All bidders are hereby informed that "Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital is extended for further period of 04 days i.e. upto 04-10-2024 at 11:30 AM.

The other terms and conditions of aforesaid EOI remains unchanged.

Encl. As above (EOI. 13<sup>th</sup> Sept. 2024)

(Ashok Kumar Pal )  
Estate Officer

Copy to – PS to MS for information.



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### Amendment-1

Sr. No.	Existing Clause	Amended Clause
1.	The Proposal is <b>Limited to only those Monitoring agency who are Empanelled under any Ministry/Agency</b> under Government of India as on the proposal due date.	<b>Deleted</b>
2.	The Bidder(s) should have an experience of providing services related to Operations & Maintenance (O&Ms) Projects in <b>Health sector in India.</b>	The Bidder(s) should have an experience of providing services related to Operations & Maintenance (O&Ms) Projects in <b>Hospitals, or any other buildings.</b>
3.	Notice For Expression of Interest: Point No-11 Mode of Submission of Proposal: Online (Dte.GHS)	Mode of Submission of Proposal: Email Id: <a href="mailto:msoffice@vmmc-sjh.nic.in">msoffice@vmmc-sjh.nic.in</a> , <a href="mailto:msofficesjh@gmail.com">msofficesjh@gmail.com</a> , <a href="mailto:Estatesection@vmmc-sjh.nic.in">Estatesection@vmmc-sjh.nic.in</a>  OR  Physically Submitted to  tender box, near Lift No. 37&38 at Ground Floor, OPD building, VMMC & Safdarjung Hospital, New Delhi 110029

# **VARDHMAN MAHAVIR MEDICAL COLLEGE & SAFDARJUNG HOSPITAL, NEW DELHI**



**Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital.**

**Date of issue: 13<sup>th</sup> September, 2024**

**Issued by:**

**Vardhman Mahavir Medical College & Safdarjung Hospital  
(Government of India)  
New Delhi-110029**

**Telephone: 011-26730000, 26165060**  
**NOTICE FOR EXPRESSION OF INTEREST**

**“Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital”.**

Safdarjung Hospital is a multi-specialty hospital, and the largest central government hospital in India if measured by bed strength. It is associated with Vardhman Mahavir Medical College and located in the heart of New Delhi on the Ring Road, opposite to the All-India Institute of Medical Sciences (AIIMS). Vardhman Mahavir Medical College & Safdarjung hospital plans to engage a consultancy agency for the implementation of various transaction advisory services.

The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this EOI document as uploaded on the Website Dte.GHS.

Interested bidders are requested to submit their proposals online only at Dte.GHS i.e. on or before 30.09.2024 (upto 11:00 hours IST). Technical submissions of the Bids received online shall be opened 30.09.2024 at 11:30 Hrs.

<b>S. No.</b>	<b>Description</b>	<b>Date &amp; Time</b>
1.	Publish Date	13 <sup>th</sup> Sept 2024
2.	Document Download/Sale Start Date	13 <sup>th</sup> Sept 2024
3.	Document Download/Sale End Date	30 <sup>th</sup> Sept 2024 (Upto 11:00 hours)
4.	Bid Submission Start Date	13 <sup>th</sup> Sept 2024
5.	Bid Submission End Date	30 <sup>th</sup> Sept 2024 (Upto 11:00 hours)
6.	Bid Opening Date	30 <sup>th</sup> Sept 2024 (Upto 11:30 hours)
7.	Bid Opening Place	MS Office VMMC & Safdarjung hospital, New Delhi
8.	Product Category	Services
9.	Nature of Work	Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital.
10.	Proposals Invited By	Vardhman Mahavir Medical College & Safdarjung Hospital (Government of India) New Delhi- 110029
11.	Mode of Submission of Proposal	Online( <a href="https://Dte.GHS">Dte.GHS</a> )
12.	Website for Downloading RFP document, Corrigendum/ Addendum and any other RFP related Information	<a href="https://Dte.GHS">https://Dte.GHS</a>
13.	Payment Terms	On Monthly basis subject to submission of the invoice.

14.	Point of Communication	Mr Ashok Kumar Pal Dy Director Admin Phone: 011-26707555, 26707276 Email: <a href="mailto:msoffice@vmmc-sjh.nic.in">msoffice@vmmc-sjh.nic.in</a> , <a href="mailto:msofficesjh@gmail.com">msofficesjh@gmail.com</a> , <a href="mailto:Estatesection@vmmc-sjh.nic.in">Estatesection@vmmc-sjh.nic.in</a>
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### Minimum Conditions of Eligibility

Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation as elaborated herein:

S. No	Basic Requirement	Specific Requirements	Documents Required
1.	<b>Limited Tender</b>	The Proposal is Limited to only those Monitoring agency who are Empanelled under any Ministry/Agency under Government of India as on the proposal due date.	The consultancy firm must submit the Empanelment letter from the respective Ministry/Agency.
2.	<b>Legal Entity</b>	The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories: - <ul style="list-style-type: none"> <li>• a Limited Liability Partnership (“LLP”) registered under the LLP Act, 2008;</li> <li>• an Indian Company (“Company”) registered under the Companies Act, 1956/ 2013</li> <li>a “Partnership Firm” registered under the Indian Partnership Act, 1932</li> </ul>	Registration documents of the Bidder as a company/firm or any legal entity along with: <ol style="list-style-type: none"> <li>1. Details of Board of Director/ Managing Director/ CEO/ Partners</li> <li>2. PAN Card of the registered legal entity</li> <li>3. GST certificate of the registered legal entity</li> <li>4. Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing names, addresses and relevant details of ALL partners of the Partnership Firm (Only partnership firms registered under the Indian partnership act 1932, are required to submit copy of registered partnership deed)</li> </ol> Any other supporting document, as may be required
3.	<b>Work Experience</b>	The Bidder(s) should have an experience of providing services related to Operations & Maintenance (O&Ms) Projects in Health sector in India.  The bidder should have Experience of providing professional key expert to any govt./PSU’s organization in the last 3 Years.	Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, date of commencement, details of consultancy services provided by the consultant and all other essential details of the contract.
4.	<b>Average Annual</b>	The Bidder(s) should have an average annual financial turnover of	Certificate issued by a Chartered Accountant with UDIN no

	<b>Turnover</b>	INR 10 (Ten) crores from consultancy services from Indian operations in the last 03 (three) completed Financial Years (i.e., 2021-22, 2022-23 and 2023-24).	confirming the average annual turnover of the Bidder during the stated Financial Years must be submitted by Bidder.
5.	<b>Permanent Employee</b>	The Bidder should have adequate permanent staff and should be able to deploy competent staff as per the required qualification and experience given in the EOI to undertake the assignment at the Project Site in VMMC & SJH.	An undertaking to this effect should be submitted on the letter head of the bidder certified by the HR department with the technical bid.
6.	<b>Blacklisting</b>	The Bidder(s) shall not have been debarred/ blacklisted by any Central Govt. /State Govt./ Public Sector Undertaking / any other local Body or body established under or in the control of the Central or state Government nor should there be a notice of blacklisting issued against the bidder by any government authority and till completion of the selection process under this RFP	Undertaking to be submitted on a non-judicial stamp paper.
7.	<b>Presentation</b>	All bidders will have to give their presentation in front of the evaluation committee in detail and the selection will be done on the basis of the eligibility conditions and the overall presentation of the project.	

### **IMPOTANT NOTE:**

1. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
2. Only those Bidders whose tenders are found responsive and who meet the eligibility criteria specified above shall qualify for opening of the financial bid. Bidders not meeting with the eligibility requirements as specified above shall be rejected.
3. Notarized Power of Attorney supported with the Board Resolution in favour of authorised signatory should be submitted with the technical bid.
4. Bidder must be a Company registered under the Indian Companies Act, 2013, Partnership Firm registered under the Indian Partnership Act, 1932, Central / State Govt. Organization / Public Sector Undertaking (PSU) organization are eligible to participate/submit their proposals.
5. The Offers must be submitted online on or before 03:00 hrs of 26.09.2024 The bidders shall upload their bids online.
6. Copy of EPFO Registration Certificate.
7. Copy of PAN Card
8. Copy of GST certificate/ letter recording GST identification number.
9. The selected agency shall be the first Ranked Applicant (H-1, having the highest combined score). In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

**Evaluation Criteria for Assessment of Experience of the Firm**

S. No	Basic Requirement	Specific Requirements	Marks
1.	<b>Work Experience</b>	The Bidder(s) should have an experience of providing services related to Operations & Maintenance (O&Ms) Projects in Health sector in India.  1 project - 10 marks Add 5 (five) marks extra for each additional project subject to maximum 10 mark.	20 Marks
		The bidder should have Experience of providing professional key expert minimum 5 to any govt./PSU's organization in the last 3 Years.	10 Marks
2.	<b>Key Professionals</b>	Nos. of Key Professionals having Bachelor degree in Civil Engineering/ Electrical Engineering/ Mechanical Engineering with the firm. < 5 – 0 Marks 5-10 – 5 Marks 10-15- 10 Marks More than 20 – 15 Marks	15 Marks
4.	<b>Average Annual Turnover</b>	Average Annual Turnover (last 3 years i.e., 2021-22, 2022-23 and 2023-24). < 2 Crore – 0 Marks 2 Crore – 5 Crore – 5 Marks 5 – 10 Crore – 10 Marks More than 10 Crore – 15 Marks	15 Marks
5.	<b>Approach &amp; Methodology</b>	(a) Understanding of VMMC & SJH and the assignment (10 Marks) (b) Understanding of the Scope of Work. (10 Marks) (c) Acceptability and detailing of Methodology and work plan. (10 Marks) (d) Presentation Skills. (10 Marks)	40 Marks

**Note:** The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F \text{ (F= amount of financial proposal)}$$

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.



## **SCOPE OF WORK**

The successful bidders shall provide Supervision/Monitoring service including maintaining the required manpower under each system. The indicated minimum manpower is for both the buildings i.e. NEB & SSB. Civil services i/c internal & external maintenance of buildings including Terrace, Roads, Pavements, Curve Stone, Cladding, Mural, Path drains work, STP/ETP/WTP, UG & OH water tank, washrooms, Substation area, HVAC Plant area, MGPS plant, landscape area, boundary walls, Horticulture Work etc.

- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of Electrical System.
- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of Operation theatre (OT) Systems.
- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of Sewerage Treatment Plant System.
- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of Effluent Treatment plant (ETP) System.
- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of Heating Ventilation and air condition (HVAC) System.
- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of all types of Civil Works.
- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of Plumbing services.
- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of Fire and safety System.
- The Supervision Consultant will look after the quality checks and timely deliverable of all the operation and maintenance activities.
- The Supervision consultant will take the rounds of the site and inform the operation and maintenance company if any issues were found and take the necessary action to get it fixed as soon as possible.
- The supervision consultant along with the Operation & Maintenance company will ensure that the operation of hospital will not get affected by any of the activities performed during the O& M activities.
- The Supervision Consultant will provide the Supervision/Monitoring service for Operation & Maintenance of Electrical System.
- The Supervision Consultant will decide additional work of any replacement/rectification other than Operation & Maintenance work and also provide the financial estimates for such works, within the admissible rules & regulations. The Maintenance agency will be responsible to do such replacement/rectification work.
- The Supervision Consultant will decide the amount of penalties to be imposed on O&M Agency as per the contract.

## **PENALTY CLAUSE**

- If the Monitoring agency fails to provide the intended manpower by VMMC & SJH on any day /time, penalty of double the wages will be imposed.
- The damages if any arises due to negligence of workmen provided by the Monitoring agency, the cost of damages as decided by VMMC & SJH will be deducted from the monthly claim bill.

- For misconduct or indiscipline of any employee including criminal activities, the service provider shall be responsible to take action against him/her as per the laws/rules.
- Any penalty imposed by client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bills.
- It is duty of Monitoring agency to supervise the work of O&M agency and support them for the timely completion of the work.
- The Manpower provided by the monitoring agency will take the round of both the buildings twice a day to know the exact situation of the buildings and the required work of O&M, if any negligence found the penalty will be imposed by the authority.

**MANPOWER REQUIREMENT, CATEGORY, QUALIFICATION AND EXPERIENCE**

<b>For Both Buildings (SSB &amp;NEB)</b>				
<b>S. No.</b>	<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>	<b>Total</b>
1.	Team Leader	B.E./B. Tech (Civil Engineering)	10 Years	1
2.	Civil Engineer	B.E./B. Tech (Civil Engineering)	3 Years	2
3.	Electrical Engineer	B.E./B. Tech (Electrical Engineering)	3 Years	2
4.	Mechanical Engineer	B.E./B. Tech (Mechanical Engineering)	3 Years	2

**Note:**

- All the key Professionals will work in the General shift from (i.e. 10 A.M to 6 P.M).
- The agency will deploy the replacement staff if any key professional is on leave.
- The agency will provide the additional key professional/manpower as and when required as per the requirement of the VMMC & SJH.

**BIDDERS INFORMATION**

<b>S. No</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Project	
2.	Name of Firm	
3.	Legal Status of the company	
4.	Country of incorporation	
5.	Registered address	
6.	Year of Incorporation	
7.	Year of commencement of business	
8.	Principal place of business	
9.	GST Number (enclose the attested copy of VAT Certificate)	
10.	Name, designation, address and phone number of authorized signatory of the Applicant	
11.	EPF No. (Enclose the attested copy of EPF Registration Certificate)	
12.	Any other relevant documents	

**AFFIDAVIT**

(To be submitted on Letter Head of the Company/Firm)

I/We hereby certify that, the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that, Firm will supply the item(s) as per the specification given by Authority and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per NIT Rules.

“I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another agency on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.

Name : \_\_\_\_\_

(Signature of Bidder with Firm's Seal)

Place : \_\_\_\_\_

Dated : \_\_\_\_\_

## FORM OF PERFORMANCE SECURITY (GUARANTEE)

In consideration of Vardhman Mahavir Medical College & Safdarjung Hospital (hereinafter called VMMC & SJH of the other part) having offered to accept the terms and conditions of proposed agreement between ..... and ..... (Hereinafter called the said agency(s) for the work..... (Hereinafter called “the said agreement”) having agree to production of an irrevocable bank guarantee for Rs.....(Rupees.....only) as a security/ guarantee from the Agency (s) for Compliance of his obligations in accordance with the terms & Condition in the said agreement.

1. We..... (Hereinafter referred to as the “Bank”) hereby undertake to pay to the VMMC & SJH an amount not exceeding Rs..... Rupees.....Only) on demand by the Government. We.....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the VMMC & SJH stating that the amount claimed is required to meet the recoveries due or likely to be due from the said agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).

2. We.....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the VMMC & SJH stating that the amount claimed is required to meet the recoveries due or likely to be due from the said agency(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).

3. We, the said Bank, further undertake to pay to the VMMC & SJH any money so demanded notwithstanding any dispute or disputes raised by the agency(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the agency(s) shall have no claim against us for making such payment.

4. We ..... further agree that the Guarantee herein contained shall (indicate the name of bank remain full force and effect during tile period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the VMMC & SJH under for by virtue if the said agreement have been fully paid and its claims satisfied or discharged till the Engineer-in-charge on behalf of the VMMC & SJH certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said agency(s) and accordingly discharges this guarantee.

5. We ..... further agree with the VMMC & SJH that the VMMC & SJH (indicate the name of the Bank) shall have the fullest liberty without our Consent and without effecting in any manner obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said agency from time to time or to postpone for any time or from time to time of the powers exercisable by the VMMC & SJH against the said agency (s) and to forbear) or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency for any forbearance act of omission on the part of the VMMC & SJH or any indulgence by the VMMC & SJH to the said agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision or have effect of so relieving us

6. The Guarantee will not be discharged due to the change in the constitution of the bank of the Agency(s).

7. We..... Lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the VMMC & SJH in writing.

8. This Guarantee shall be valid up to unless extended on demand by the VMMC & SJH notwithstanding anything mentioned above, our liability against this guarantee restricted to Rs..... (Rupees..... Only) and unless a claim in writing is lodged liabilities under Guarantee shall stand discharged.

Dated the ..... Day of ..... For .....

**Indicate the name of the Bank**

## **AGREEMENT (Specimen)**

This Agreement is made at New Delhi on this ..... day of ..... 2024.

### **Between**

Medical Superintendent VMMC & SJH, New Delhi represented through Medical Superintendent (MS), Medical Superintendent VMMC & SJH New Delhi, (hereinafter referred as the) (Address) “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

### **AND**

..... (Name and Address of the firm/Company) through ..... (Hereinafter referred to as the (Details of duly authorized signatory) “Bidder/Agency” and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

### **Preamble**

WHEREAS, the authority has floated the Tender (NIT No. -----) (herein after refer red to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital.”.

**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 Agency(s).

**AND** WHEREAS to meet the purpose aforesaid both the parties have agreed to enter to this Agreement (hereinafter referred to as “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.

The Tendered Value which has been accepted by Competent Authority for “Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital.” is Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

NOW, THEREFORE, inconsideration 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 Authority commit itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in 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 processor 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 (P C 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)/Agency(s)**

1. It is required that each Bidder/Agency (including their respective officers, employees and agents) adhere to the highest ethical standard and makes, 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)/Agency(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)/Agency(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 what so ever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Agency(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)/Agency(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)/Agency(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Agency(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. 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)/Agency(s) will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

4. The Bidder(s)/Agency(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)/Agency(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 be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article - 3: Consequences of Breach.**

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

1. If the Bidder(s)/Agency(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 agency shall have powers to disqualify the Bidder(s)/Agency(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Agency 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 before vigor for a limited period as decided by the Principal/Owner.

2. **Forfeiture of EMD/Performance Guarantee/Security Deposit** : If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Agency 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/Agency.

3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **Article - 4: Previous Transgression.**

1. The Bidder declares that no previous transgressions occurred in the last 05 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 processor action can be taken for banning of business dealings/holiday listing of the Bidder/Agency as deemed fit by the Principal/Owner.

3. If the Bidder/Agency 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/Agency's/Sub-agency's.**

1. The Bidder(s)/Agency(s) undertake(s) to demand from all sub-agency's a commitment in conformity with this Pact. The Bidder/Agency shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-agency's/sub-vendors.

2. The Principal/Owner will enter in to Pacts on identical terms as this one with all Bidders and Agency's.

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 sign edit. It expires for the Agency/Vendor 12 months after the completion of work under the agency 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, VMMC & SJH.

**Article - 7: Other Provisions.**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Bhubaneswar of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been unmade.

3. If the Agency 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 turnout 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 intensions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

**Article - 8: LEGAL AND PRIOR RIGHTS.**

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

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

.....  
(For and on behalf of Bidder/Agency)  
WITNESSES: .....  
(Signature, Name, and address)  
Dated:  
Place:

.....  
(For and on behalf of Principal/Owner)  
.....  
(Signature, Name, and address)  
Dated:  
Place:

**POWER OF ATTORNEY**

(To be on Stamp paper of Rs 100)

Know all men by these presents, we M/s. \_\_\_\_\_ Registered office at \_\_\_\_\_, India do hereby irrevocably constitute, nominate, appoint and authorise Mr./Miss/Mrs \_\_\_\_\_ Son of Mr./Miss/Mrs \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **“Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital”**. (the “Authority”) including but not limited to signing and submission of all bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for Appointment till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

## Financial Proposal Form

VMMC & SJH New Delhi

**NIT No.:**

**Name of Work:** Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital.

Ser. No.	Description	Amount (In Rs.)
1.	“Expression of Interest (EOI) for the selection of a Monitoring agency for the supervision of Operation & Maintenance services for the two building New Emergency Block and Super Speciality block (NEB & SSB) in the Vardhman Mahavir Medical College & Safdarjung Hospital”.	
<b>Total</b>		

GRAND TOTAL (In figures) = \_\_\_\_\_

(The Rates quoted should be inclusive as per applicable)

(In words) = (Rupees \_\_\_\_\_) only