

**All India Institute of Medical  
Sciences Rishikesh-249203**



**Tender document of Rate Contract for Procurement of BRCA1 & BRCA2 Gene NGS Panel and CFTR Gene NGS Panel Department of Pathology at AIIMS Rishikesh**

<b>Ref. No.</b>	<b>: 24/RC/Consumables/ Pathology/868/2026-RISH (ADMN)</b>
<b>Publishing Date</b>	<b>: 16.02.2026</b>
<b>Pre-Bid Meeting</b>	<b>: 23.02.2026</b>
<b>Bid Submission Start Date</b>	<b>: 17.02.2026</b>
<b>Last Date of Bid Submission</b>	<b>: 09.03.2026</b>
<b>Bid Opening</b>	<b>: 11.03.2026</b>

Tender documents may be downloaded from institute's web site [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

**Tender notice**  
**for**  
**Rate Contract for Procurement of Consumables BRCA1 & BRCA2 Gene NGS**  
**Panel and CFTR Gene NGS Panel at AIIMS Rishikesh**

**Dated :16.02.2026**

1. E-tenders in Two Bids (Technical & Financial) basis are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer or their authorised distributors/dealers, for providing Consumables BRCA1 & BRCA2 Gene NGS Panel and CFTR Gene NGS Panel department of Pathology on rate contract basis for a period of **Two year**, at **AIIMS Rishikesh**.

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

3. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at **0135-2462915**.

4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.

5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. Hard Copy of earnest money deposit and tender fee etc. must be delivered to AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected. The scanned copy of the EMD and Tender fee should be attached in the technical bid.

7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

**The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

8. Any future clarification and/or corrigendum(s) shall be communicated through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/appor> or AIIMS, Rishikesh website: [www.aiimsrishikesh.edu.in](http://www.aiimsrishikesh.edu.in). The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.

9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying with all specification or have any variation.

10.....The pre bid conference would be held on **at 03.00 PM** in the office of stores officer Room, AIIMS, Rishikesh. Prospective bidders MUST try to send their queries up till 02 (two) days before pre-bid meeting at email address [tender@aiimsrishikesh.edu.in](mailto:tender@aiimsrishikesh.edu.in). 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 in writing before the committee and submit the same in writing on its letter head.

**Officer In-charge Procurement**  
**AIIMS, Rishikesh**

**NOTICE INVITING TENDER FOR Rate Contract for Procurement of Consumables for BRCA1 & BRCA2 Gene NGS Panel and CFTR Gene NGS Panel at AIIMS Rishikesh**

The Director, AIIMS, Rishikesh invites online tenders under Two-Bid system from manufacturer/ distributor/ sole agent, having capacity to provide consumables to be procured for AIIMS, Rishikesh for a period of Two year through open tendering system extendable up to 01 year depending upon the performance.

Name of work & file reference	(T.No - 24/RC/Consumables/Pathology/868/2026-RISH (ADMN) Rate Contract for Procurement consumables for the department of Pathology at AIIMS, Rishikesh (Two-Bid System)	Remarks
Tender cost (in Rs.)	Nil	
EMD/Bid Security (in Rs.)	<b>Rs. 45,000/- (03% of total contract value)</b>	In form of FDR, BG
Turnover	Rs. 9.00 Lakhs	Average of last three FY (2022-23, 23-24, 24-25)
Security Deposit	<b>05% of total contract value</b>	In the form of FDR, BG

Last date for submission/receipt of tender(s) is up to \_\_\_\_\_ at \_\_\_\_\_ and technical bids will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on \_\_\_\_\_ at \_\_\_\_\_ in the Tender Office All India Institute of Medical Sciences, Rishikesh. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by fax will be entertained.

## **Instruction for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

### **SUBMISSION OF BIDS**

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select payment option as “offline” to pay tender fee as applicable and enter details of instrument.

- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid Tender No. .... Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.

#### **Note:**

**As per clarification sought form ministry of MSME vide F.no.21(11)/2018-MA dated 31st December 2018, "Traders/Sole Agents/ Distributers are excluded to avail the facilities/ Benefits extended under the Public Procurement for Micro and Small Enterprises (MSMEs) Ref: As circulated in Office Memorandum No. F.No.22(1)/2012-MA dated 24th October, 2016 in FAQs, Question No. 18.**

- a) This tender document complies with Public procurement policy for Micro and Small Enterprises(MSEs) Order 2012 issued by Ministry of Micro, small & Medium Enterprises and amended time to time.
- b) As per clarification sought form Ministry of MSME vide F.no.21(11)/2018- MA dated 31<sup>st</sup> December 2018, "Traders /Sole Agents/ Distributers are excluded to avail the facilities/benefits extended under the Public Procurement for Micro and Small Enterprises (MSMEs). (Ref: As circulated in Office Memorandum No. F.No.22(1)/2012-MA dated 24th October, 2016 in FAQs, Question No. 18.)
- c) This tender document complies with Public Procurement (preference to Make in India) office order dated 15/06/ 2017, 16/09/2020 and all orders amended time to time by department of Promotion of Industry and Internal Trade (DPIIT) under Ministry of Commerce and Industry.

# **Conditions of Contract**

## **(A) General terms and conditions**

1. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
2. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
3. **Bid Security:** - Earnest money (**i.e.₹ 45,000/-**) by means of FDR/TDR/BG, a scanned copy of to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The FDR may be prepared in the name of Executive Director, AIIMS Rishikesh. The EMD must reach at Tender Office of the AIIMS, Rishikesh before opening of tender.
  - i) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Rishikesh in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - ii) No claim shall lie against the AIIMS Rishikesh in respect of erosion in the value or interest on the amount of EMD.
  - iii) The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
  - iv) EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
  - v) The bidder seeking EMD Exemption must submit the valid supporting document for the relevant category as per tender document. 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
4. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to suspension for one year.
5. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.
6. To assist in the analysis and evaluation of bids, the Competent Authority, may ask bidders individually or jointly for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or material/ substance of the bid offered shall be permitted.
7. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.
8. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting.** AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever.
9. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
10. The tender form is not transferable.

11. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.
12. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.
13. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged in addition to the cost of re- tender.
14. In case the kits failed to give results, bidder to whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the vendor the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the ordered goods, the supply order may be canceled and bid security deposit will be forfeited.
15. Where the specifications are as per tenderer's range of products the tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out on separate out to the notice of the competent authority on separate Letter Head of the firm. It would be discretion of the competent authority of the institute to accept or reject such deviations which are not in conformity with required.
16. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for the items for which he is quoting.
  - a. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products.
  - b. **Sole Manufacturers** must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private Organisation and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
  - c. **Authorized agents** must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals signed by a competent person and comes in Performa given in attach must duly supported by a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.
17. The bidders should have furnished a copy of GST/S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be summarily rejected.
18. If supplier failed to total supply the material as per the purchase order quantity 0.5% penalty shall be charged levied on the amount of total short supply quantity.
19. **Turnover provisions: -**
  - a. The tenderers should submit along with the tender, a photo state copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.
  - b. In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
  - c. In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support to its turnover whatever amount is getting short.

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

20. **Sample/demonstration:** - In case, the item required prior submission of sample/ performing demonstration, tenderer will have to submit sample/perform demonstration of the equipment/item to the competent authority of the institute, the bidder will have to bear all the expenses for the same. Non submission of sample/non performing demonstration will **disqualify** the bidder in the technical bidding process and financial bid of the bidder will not be opened.
21. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which, the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original, failing which, tender may be disqualified.
22. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.
23. If there is a close system the tenderer shall ensure and will have to submit an affidavit on Indian Non Judicial stamp paper of Rs.10/- along with technical bid that spare parts and consumables for these equipment's/instruments/item will be available at reasonable fixed rates for next 2 (two) years, such rates should not be more than the rates supplied to institutes of national importance.
24. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.
25. **Liquidated damage/demerge:** - The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited.
26. **Legal Jurisdiction:** -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

**Applicable Law:**

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.
- Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

I / We hereby accept the terms and Conditions given in the tender

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*(Signature & Stamp of the bidder)*

*Note- Please sign each page of document including terms & conditions & tender*

## Appendix to Information to Bidders:

### Local content policy:

- a. Purchase Preference for Evaluation: The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.
- b. Purchase Preference to Local Suppliers: In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 29th May, 2019 and F.No.: Z. 28018/67/2017-EPW dated 12th June 2018 purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.
- c. Minimum local content: The minimum local content shall as per Government of India Order No. P- 45021/2/2017-PP (B.E.-II) dated 16th September, 2020 and related earlier orders, till the Nodal Ministry prescribes a higher or lower percentage.
- d. Margin of Purchase Preference: The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.
- e. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2020: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) Annexure-III. of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the, he would not be given purchase preference.
- f. All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020.

### Relaxation for Start-ups:

All other terms & conditions will be as per the Department of Expenditure, Ministry of Finance D.O. letter No.12(11)/2017-SI dated 22.06.2017 and Clause 03 of Department of Industrial Policy and Promotion (DIPP) O.M. No.F.2012/02/ 2014-PPD (pt.) dated 20.09.2016.

Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

## **(B) Financial terms and conditions**

1. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Rishikesh (Site of installation/Use). Rates should be mentioned both in figures and in words.
3. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Rishikesh. If such affidavit is not submitted, tender will be out rightly rejected. **(Part of technical bid)**
4. **Custom Clearance:** For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. The supplier undertakes to fully co-operate to avoid any fine, demurrage or other charges and shall indemnify AIIMS Rishikesh in case of any such failure. Transportation of goods up to AIIMS, Rishikesh and its successful installation and commissioning demonstration (and training, if required) is also the responsibility of the supplier. All charges/ expenses incurred in this process will be borne by the supplier and after submission of deposit slips of custom clearance and transportation charges will be reimbursed to the supplier if said provisions are to be shown separately in the financial bid.
4. **Payment terms:** -If the supplier supplied the requisite item within stipulated time and installation is pending on the part of AIIMS Rishikesh on various reasons, up to 90 *per cent* payment against supply can be made by the AIIMS Rishikesh on the case wise only, but will not be considered as precedence in all cases. **(A)Payment Term for Imported goods:** For imported goods payment shall be made in the following manner:
  - a) On shipment: 50 % payment of the contract price shall be paid 60 days after presentation of shipping documents {goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favor of the supplier in a bank in his country} and upon the submission of the following documents: -
    - I. Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
    - II. Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.
    - III. Insurance Certificate;
    - IV. Certificate of origin by the chamber of commerce of the concerned country;
    - V. Certificate of country of origin;
    - VI. Manufacture's / Supplier's warranty certificate;
    - VII. Manufacturer's own factory inspection report.
  - i. **On Acceptance:** 50 % payment would be made after satisfactory installation, commissioning, demonstration and training, if required on issuance of Inspection certificate by the AIIMS, Rishikesh.

## B) PAYMENT TERMS FOR INLAND GOODS

**(Fifty) 50%** Payment of the contract price shall be paid on receipt of goods condition and upon the submission of the following documents: -.

- (i) One Original and Four Copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Final Acceptance as per Inspection report issued by faculty.
- (iii) Two copies of packing list identifying contents of each package.
- (iv) Inspection Certificate issued by the user concerned department.
- (v) Final Acceptance Certificate issued by the Institute

### **On Acceptance: -**

- (i) **Balance Fifty (50) %** payment would be made against 'Final Acceptance Certificate' as per Para (B) (i) & (v) of goods to be issued by the consignee's subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

5. **L1 Clause:** L1 firm will be decided on the basis of Total Price quoted by the firm.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

**Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.**

I / We hereby accept the terms and Conditions given in the tender

---

*(Signature & Stamp of the bidder)*

## Rate Contract for Various Consumable items for Department Pathology & Lab Medicine

### TECHNICAL BID

(Documents to be attached in the “Technical Bid” for Administrative Evaluation)

1. Name, full Address, telephone/mobile number, Email Id of the manufacturer and their authorised dealers/ distributors/Agency.	
2. Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency.	
3. Whether the signature on each page of the tender document and other relevant documents has been made by the bidder or not. ( <b>Signature on each page of tender document and other document is necessary</b> )	
4. Name, Address & designation of the authorized person(s) (Sole proprietor/partner /Director)	
5. Clarification/declaration of Power of Attorney/authorization for signing the bid documents (It is not required in case of sole-proprietorship.)	
6. PAN No. (Please attach scanned copy)	
7. GST/VAT/Service Tax Registration Number. (Please attach copy)	
8. Please attach copy of last three year’s Income Tax Return.	
<b>9. Turnover</b> a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than <b>Rs 9.0 Lakhs</b> ). Submit last three year’s turnover statement duly certified by the Chartered Accountant <b>in the format shown in Annexure- A</b> . b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover. d. Start-ups may submit its Start-up Registration for consideration ( <i>Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not be mandatory</i> )	
10. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- <b>in the format given in Annexure-1</b> that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D/GeM rate in <b>last two years</b> . If you don’t fulfil this criterion, your tender will be out rightly rejected.	
11. Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- <b>in the format given in Annexure- 4</b> that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
12. Please declare that proprietor/firm/company has never been blacklisted/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.10 notarised Indian Non Judicial stamp paper <b>in the format given in Annexure- 5</b>	
13. Please submit a notarised affidavit for miscellaneous declarations on Indian Non Judicial stamp paper of Rs. 10/- <b>in the format as given in Annexure- 6.</b>	
14. The bidders are required to submit an Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) Annexure-V in compliance of public procurement (Preference to Make in India) order, 2020.	
15. Bidder should submit related undertaking for Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144(XI) of the General Financial Rules 2017 as per Annexure- VI.	
16. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof.	
17. Please submit two performance certificate from your two different customers to whom you have supplied such type of equipment in previous 3 years	
18. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	

### Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

**ANNUAL TURNOVER STATEMENT**  
(At the Letter Head of Chartered Accountant)

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

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

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Turnover (In INR)</b>
<b>1.</b>	2022- 2023	.....
<b>2.</b>	2023- 2024	.....
<b>3.</b>	2024- 2025	.....

(2) Average turnover of the firm for last three financial years is Rs. .... .

Signature of CA (with stamp of Firm) .....

Name- .....

(Registration No

.....

)

**(Chartered Accountant)**

Firm name- .....

Proprietor name .....

Signature (with stamp).....

**Date- .....**

**NOTARISED AFFIDAVIT**  
(On Rs. 10/- Non-Judicial Stamp Paper)

**TENDER NO.**

I, undersigned ..... (name).....(designation)....., duly authorised representative of.....(name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency **has not quoted price in this Tender higher than one** at which goods/services were previously supplied to any government Institute/ Organisation/ reputed Private Organisation or DGS&D rate in last two years. If at any stage it is found that the firm (bidder) has quoted lower rates to any Govt./ Private Institute, Bidder shall be liable to payback access value to AIIMS Rishikesh. AIIMS Rishikesh further reserves right to impose suitable penalty shall be made by AIIMS Rishikesh.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature: .....

Name: .....

Designation: .....

Aadhaar No: .....

Email Id: .....

Mobile No: .....

Landline No:

.....

Fax No: .....

Address: .....

*(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)*

**NOTARISED AFFIDAVIT**  
(On Rs. 10/- Non-Judicial Stamp Paper)

**TENDER NO.**

I, undersigned ..... (name).....(designation)....., duly authorised representative of.....(name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

**No criminal case is pending with the Police** against our Proprietorship/Firm/Company/Agency or any of its authorized signatories.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature: .....

Name: .....

Designation: .....

Aadhaar No: .....

Email Id: .....

Mobile No: .....

Landline No:

.....

Fax No: .....

Address: .....

*(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)*

**NOTARISED AFFIDAVIT**  
(On Rs. 10/- Non-Judicial Stamp Paper)

**TENDER NO.**

I, undersigned ..... (name).....(designation)....., duly authorised representative of.....(name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency has never been **blacklisted/ debarred** by any organization.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature: .....

Name: .....

Designation: .....

Aadhaar No: .....

Email Id: .....

Mobile No: .....

Landline No:  
.....

Fax No: .....

Address: .....

*(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)*

**NOTARISED AFFIDAVIT**  
(On Rs. 10/- Non-Judicial Stamp Paper)

**TENDER NO.**

I, undersigned ..... (name).....(designation)....., duly authorised representative of.....(name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

1. Undersigned is fully competent and authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.
2. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
3. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
4. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
5. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature: .....

Name: .....

Designation: .....

Aadhaar No: .....

Email Id: .....

Mobile No: .....

Landline No:  
.....

Fax No: .....

Address: .....

*(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)*

**Format for MII declaration**

1. (to be printed in letter head) –

Self-Certification under preference to Make in India order Certificate

2. In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local suppliers and the offered item having local content of \_\_\_\_\_% (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No. \_\_\_\_\_ Dated \_\_\_\_\_

3. Details of location at which local value addition will be made as follows: \_\_\_\_\_

4. We also understand; false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

5. Thanking You

\_\_\_\_\_

Signature with  
date Name  
Designation Official Sea

**Format for Self Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing)**

(to be printed in letter head)

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned, \_\_\_\_\_ (full names), do hereby declare, in my capacity as \_\_\_\_\_ of M/s \_\_\_\_\_ (name)

I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021- PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

I certify that M/s \_\_\_\_\_ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

I understand that the submission of incorrect data and / or if certificate / declaration given by M/s \_\_\_\_\_ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023

AUTHORISED SIGNATURE: DATE: \_\_\_\_\_ Seal / Stamp of Bidder

**MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM**

(Clause 11 (c) of **other terms and conditions** of the tender)

To

The Procurement Officer,  
All India Institute of Medical Sciences  
Rishikesh

Dear Sir,

TENDER: \_\_\_\_\_.

We, \_\_\_\_\_, who are established and reputable manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_ and \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (*name and address of agents*) to bid, negotiate and conclude the contract with you against Tender No. \_\_\_\_\_ for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the conditions of tender contract for the goods offered for supply against this tender by the above firm.

The authorization is valid up to \_\_\_\_\_

Yours faithfully,

(Name)  
For and on behalf of M/s. \_\_\_\_\_ (Name)

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this.....day of 2025

**BETWEEN**

**Executive Director, AIIMS Rishikesh** represented through Sr. Procurement cum Stores Officer AIIMS Rishikesh, (Name of Division) AIIMS.....(Hereinafter referred as the

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

**AND**

(Name and Address of the Individual/firm/Company)

Through..... (hereinafter referred to as the (Details of duly authorized signatory)

**"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal/Owner has floated the Tender No. AIIMS/R/HS/2024-25/Bio/RR/05 (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Supply of ..... **Department at AIIMS Rishikesh.** Here in after referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

**Article 2: Commitment of the Bidder (s)/Contractor (s)**

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

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

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

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

2. If the Bidder (s) / Contractor(s), either before award or during execution Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

3. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

4. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or under any law or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

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

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:**

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

#### **Article 6- Duration of the Pact**

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

#### **Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the AIIMS Rishikesh of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

(For and on behalf of –

Principal/Owner) (For and  
on behalf of  
(Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and

address) Place: - Date

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY SECURITY**

To

**The Procurement Officer**

All India Institute of Medical  
Sciences Rishikesh, Virbhadra Marg,  
Rishikesh-249201

WHEREAS \_\_\_\_\_(Name and address of the supplier) (Hereinafter called  
“the supplier”) has undertaken, in pursuance of contract no. \_\_\_\_\_  
dated

\_\_\_\_\_ to supply (description of goods and services) (herein after called “the contract”). AND  
WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank  
guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for  
compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the  
supplier such an irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf  
of the supplier, up to a total of. \_\_\_\_\_(Amount of the guarantee in words and  
figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default  
under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as  
aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified  
therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before  
raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed  
there under or of any of the contract documents which may be made between you and the supplier shall in any  
way release us from any liability under this guarantee and we hereby waive notice of any such change, addition  
or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 27 months from the date of satisfactory installation of the equipment i.e. up to  
----- (indicate date).

.....  
(Signature with date of the authorized officer of the  
Bank)

.....  
Name and designation of the officer  
.....

.....  
Seal, name & address of the Bank and address of the  
Branch

## **Technical Specification: Amplicon-based NGS Panel for BRCA1 & 2 and CFTR**

### **BRCA1 & 2: Full Exonic Coverage**

- Compatible with **Illumina MiSeq**
- Kit size: **At least 96 reaction**

Technical Specification for Amplicon based NGS panel for BRCA1& 2 and CFTR

BRCA1&2: Full exonic coverage

1. Compatible with Illumina Mi-Seq, 2. Kit size; Atleast 96 reactions
3. The kit should contain all the reagents required for the library preparation except flow cell.
4. The kit should come with the sufficient PhiX control.
5. Fragmentation should not involve mechanical shearing/sonication.

#CHR	start_base	end_base	Amplicon_base	#CHR	start_base	end_base	Amplicon_base	#CHR	start_base	end_base	Amplicon_base	#CHR	start_base	end_base	Amplicon_base
13	32890457	32890608	BRCA2	13	32911060	32911238	BRCA2	13	32915189	32915334	BRCA2	13	32954024	32954128	BRCA2
13	32890548	32890691	BRCA2	13	32911237	32911336	BRCA2	13	32915290	32915412	BRCA2	13	32954112	32954203	BRCA2
13	32890663	32890749	BRCA2	13	32911325	32911469	BRCA2	13	32918614	32918764	BRCA2	13	32954201	32954350	BRCA2
13	32893193	32893276	BRCA2	13	32911427	32911660	BRCA2	13	32918705	32918845	BRCA2	13	32968693	32968842	BRCA2
13	32893272	32893383	BRCA2	13	32911631	32911787	BRCA2	13	32920988	32920998	BRCA2	13	32968844	32968982	BRCA2
13	32893386	32893473	BRCA2	13	32911781	32911948	BRCA2	13	32920918	32921062	BRCA2	13	32968982	32969115	BRCA2
13	32899096	32899239	BRCA2	13	32911947	32912113	BRCA2	13	32928917	32929080	BRCA2	13	32970903	32971076	BRCA2
13	32899239	32899404	BRCA2	13	32912083	32912231	BRCA2	13	32929069	32929228	BRCA2	13	32971072	32971222	BRCA2
13	32900027	32900235	BRCA2	13	32912222	32912379	BRCA2	13	32929223	32929440	BRCA2	13	32972199	32972400	BRCA2
13	32900233	32900371	BRCA2	13	32912369	32912541	BRCA2	13	32930410	32930608	BRCA2	13	32972378	32972535	BRCA2
13	32900366	32900514	BRCA2	13	32912492	32912653	BRCA2	13	32930597	32930745	BRCA2	13	32972538	32972689	BRCA2
13	32900496	32900629	BRCA2	13	32912645	32912758	BRCA2	13	32930746	32930833	BRCA2	13	32972688	32972826	BRCA2
13	32900606	32900769	BRCA2	13	32912748	32912833	BRCA2	13	32931803	32931879	BRCA2	13	32972810	32972974	BRCA2
13	32900736	32900854	BRCA2	13	32912820	32912999	BRCA2	13	32931849	32931997	BRCA2	16	23614593	23614759	PALB2
13	32903432	32903606	BRCA2	13	32912983	32913104	BRCA2	13	32931959	32932101	BRCA2	16	23614754	23614914	PALB2
13	32903605	32903778	BRCA2	13	32913094	32913195	BRCA2	13	32936630	32936720	BRCA2	16	23614916	23615120	PALB2
13	32905028	32905147	BRCA2	13	32913175	32913296	BRCA2	13	32936675	32936864	BRCA2	16	23619151	23619202	PALB2
13	32905098	32905264	BRCA2	13	32913285	32913381	BRCA2	13	32937282	32937397	BRCA2	16	23619190	23619379	PALB2
13	32906268	32906432	BRCA2	13	32913380	32913468	BRCA2	13	32937398	32937554	BRCA2	16	23625300	23625373	PALB2
13	32906432	32906616	BRCA2	13	32913469	32913560	BRCA2	13	32937554	32937678	BRCA2	16	23625358	23625443	PALB2
13	32906601	32906762	BRCA2	13	32913558	32913728	BRCA2	13	32937656	32937832	BRCA2	16	23632627	23632716	PALB2
13	32906766	32906848	BRCA2	13	32913699	32913899	BRCA2	13	32944472	32944610	BRCA2	16	23632715	23632848	PALB2
13	32906840	32907010	BRCA2	13	32913902	32914028	BRCA2	13	32944571	32944749	BRCA2	16	23634266	23634358	PALB2
13	32906981	32907141	BRCA2	13	32914026	32914227	BRCA2	13	32945037	32945168	BRCA2	16	23634358	23634477	PALB2
13	32907119	32907282	BRCA2	13	32914178	32914325	BRCA2	13	32945119	32945267	BRCA2	16	23635287	23635383	PALB2
13	32907274	32907459	BRCA2	13	32914320	32914406	BRCA2	13	32950742	32950848	BRCA2	16	23635376	23635439	PALB2
13	32907459	32907627	BRCA2	13	32914408	32914501	BRCA2	13	32950848	32950957	BRCA2	16	23637530	23637616	PALB2
13	32910329	32910477	BRCA2	13	32914502	32914632	BRCA2	13	32953317	32953474	BRCA2	16	23637603	23637753	PALB2
13	32910475	32910680	BRCA2	13	32914607	32914760	BRCA2	13	32953471	32953583	BRCA2	16	23640504	23640577	PALB2
13	32910632	32910800	BRCA2	13	32914744	32914894	BRCA2	13	32953566	32953764	BRCA2	16	23640559	23640638	PALB2
13	32910804	32910969	BRCA2	13	32914856	32915037	BRCA2	13	32953721	32953895	BRCA2	16	23640934	23641102	PALB2
13	32910959	32911111	BRCA2	13	32915036	32915200	BRCA2	13	32953867	32954025	BRCA2	16	23641097	23641278	PALB2

#CHR	start_base	end_base	Amplicon_base	#CHR	start_base	end_base	Amplicon_base	#CHR	start_base	end_base	Amplicon_base
16	23641268	23641464	PALB2	17	41219589	41219743	BRCA1	17	41245170	41245288	BRCA1
16	23641460	23641637	PALB2	17	41222845	41222942	BRCA1	17	41245288	41245402	BRCA1
16	23641634	23641822	PALB2	17	41222914	41223024	BRCA1	17	41245400	41245537	BRCA1
16	23646130	23646284	PALB2	17	41223015	41223170	BRCA1	17	41245534	41245691	BRCA1
16	23646277	23646465	PALB2	17	41223152	41223292	BRCA1	17	41245659	41245801	BRCA1
16	23646467	23646644	PALB2	17	41226275	41226421	BRCA1	17	41245801	41245912	BRCA1
16	23646634	23646732	PALB2	17	41226369	41226558	BRCA1	17	41245898	41246044	BRCA1
16	23646730	23646906	PALB2	17	41228434	41228625	BRCA1	17	41246014	41246138	BRCA1
16	23646887	23647076	PALB2	17	41228599	41228667	BRCA1	17	41246104	41246297	BRCA1
16	23647060	23647245	PALB2	17	41231266	41231440	BRCA1	17	41246277	41246406	BRCA1
16	23647237	23647431	PALB2	17	41231355	41231521	BRCA1	17	41246407	41246562	BRCA1
16	23647427	23647602	PALB2	17	41234358	41234485	BRCA1	17	41246564	41246707	BRCA1
16	23647570	23647784	PALB2	17	41234467	41234584	BRCA1	17	41246701	41246852	BRCA1
16	23649135	23649309	PALB2	17	41234548	41234675	BRCA1	17	41246812	41246949	BRCA1
16	23649312	23649504	PALB2	17	41234650	41234800	BRCA1	17	41247828	41247981	BRCA1
16	23652280	23652484	PALB2	17	41242902	41243086	BRCA1	17	41247921	41248028	BRCA1
16	23652455	23652644	PALB2	17	41243051	41243169	BRCA1	17	41249243	41249369	BRCA1
17	41197656	41197810	BRCA1	17	41243142	41243255	BRCA1	17	41249278	41249418	BRCA1
17	41197783	41197878	BRCA1	17	41243236	41243369	BRCA1	17	41251704	41251798	BRCA1
17	41199593	41199702	BRCA1	17	41243326	41243491	BRCA1	17	41251799	41251943	BRCA1
17	41199666	41199756	BRCA1	17	41243471	41243639	BRCA1	17	41256055	41256159	BRCA1
17	41201099	41201254	BRCA1	17	41243642	41243808	BRCA1	17	41256154	41256341	BRCA1
17	41201206	41201299	BRCA1	17	41243805	41243963	BRCA1	17	41256827	41256992	BRCA1
17	41203060	41203216	BRCA1	17	41243949	41244117	BRCA1	17	41256905	41257068	BRCA1
17	41203116	41203261	BRCA1	17	41244102	41244258	BRCA1	17	41258448	41258523	BRCA1
17	41208933	41209084	BRCA1	17	41244263	41244324	BRCA1	17	41258517	41258641	BRCA1
17	41209070	41209206	BRCA1	17	41244328	41244502	BRCA1	17	41267627	41267758	BRCA1
17	41215284	41215375	BRCA1	17	41244487	41244636	BRCA1	17	41267748	41267897	BRCA1
17	41215365	41215443	BRCA1	17	41244633	41244710	BRCA1	17	41275996	41276103	BRCA1
17	41215859	41216024	BRCA1	17	41244709	41244895	BRCA1	17	41276100	41276251	BRCA1
17	41215971	41216081	BRCA1	17	41244891	41245095	BRCA1				
17	41219506	41219603	BRCA1	17	41245027	41245170	BRCA1				

# CFTR: Full exonic Coverage

1. Compatible with Illumina Mi-Seq
2. Kit Size: Atleast 24 reactions

## CFTR: Full exonic coverage

1. Compatible with Illumina Mi-Seq
2. Kit size: Atleast 96 reactions
3. The kit should contain all the reagents required for the library preparation except flow cell.
4. The kit should come with the sufficient PhiX control.
5. Fragmentation should not involve mechanical shearing/sonication.

#CHR	start_base	end_base	Amplicon_base	#CHR	start_base	end_base	Amplicon	#CHR	start_base	end_base	Amplicon_base
chr1	154213403	154213466	C1orf43	chr7	117559582	117559719	CFTR_ex11_03	chr7	117610485	117610581	CFTR_ex19_01
chr7	117479956	117480024	CFTR_ex1_01	chr7	117559716	117559769	CFTR_ex11_04	chr7	117610514	117610661	CFTR_ex19_02
chr7	117480014	117480137	CFTR_ex1_02	chr7	117578230	117578330	CFTR_in11_01	chr7	117610649	117610818	CFTR_ex19_03
chr7	117480119	117480203	CFTR_ex1_03	chr7	117587688	117587846	CFTR_ex12_01	chr7	117611527	117611724	CFTR_ex20_01
chr7	117504113	117504308	CFTR_ex2_01	chr7	117587810	117587945	CFTR_ex12_02	chr7	117611720	117611812	CFTR_ex20_02
chr7	117504269	117504456	CFTR_ex2_02	chr7	117589401	117589538	CFTR_in12_01	chr7	117611800	117611942	CFTR_ex20_03
chr7	117508891	117509036	CFTR_ex3_01	chr7	117590291	117590484	CFTR_ex13_01	chr7	117614423	117614575	CFTR_ex21_01
chr7	117509021	117509199	CFTR_ex3_02	chr7	117590378	117590536	CFTR_ex13_02	chr7	117614551	117614696	CFTR_ex21_02
chr7	117530849	117531032	CFTR_ex4_01	chr7	117591881	117591982	CFTR_ex14_01	chr7	117614690	117614831	CFTR_ex21_03
chr7	117531019	117531170	CFTR_ex4_02	chr7	117591964	117592047	CFTR_ex14_02	chr7	117627404	117627549	CFTR_ex22_01
chr7	117531167	117531308	CFTR_ex4_03	chr7	117592041	117592184	CFTR_ex14_03	chr7	117627494	117627668	CFTR_ex22_02
chr7	117534146	117534324	CFTR_ex5_01	chr7	117592171	117592298	CFTR_ex14_04	chr7	117627627	117627815	CFTR_ex22_03
chr7	117534285	117534426	CFTR_ex5_02	chr7	117592257	117592367	CFTR_ex14_05	chr7	117639905	117640057	CFTR_in22_01
chr7	117535145	117535312	CFTR_ex6_01	chr7	117592362	117592460	CFTR_ex14_06	chr7	117642395	117642528	CFTR_ex23_01
chr7	117535304	117535464	CFTR_ex6_02	chr7	117592447	117592534	CFTR_ex14_07	chr7	117642436	117642637	CFTR_ex23_02
chr7	117536390	117536564	CFTR_ex7_01	chr7	117592521	117592610	CFTR_ex14_08	chr7	117652745	117652922	CFTR_ex24_01
chr7	117536567	117536696	CFTR_ex7_02	chr7	117592585	117592681	CFTR_ex14_09	chr7	117652921	117653069	CFTR_ex24_02
chr7	117536647	117536821	CFTR_ex7_03	chr7	117592680	117592772	CFTR_ex14_10	chr7	117664586	117664714	CFTR_ex25_01
chr7	117538902	117539072	CFTR_in7_01	chr7	117594894	117594968	CFTR_ex15_01	chr7	117664712	117664882	CFTR_ex25_02
chr7	117539965	117540093	CFTR_ex8_01	chr7	117594940	117595046	CFTR_ex15_02	chr7	117664834	117664976	CFTR_ex25_03
chr7	117540094	117540307	CFTR_ex8_02	chr7	117595046	117595103	CFTR_ex15_03	chr7	117665432	117665527	CFTR_ex26_01
chr7	117540211	117540399	CFTR_ex8_03	chr7	117602702	117602840	CFTR_ex16_01	chr7	117665504	117665624	CFTR_ex26_02
chr7	117541946	117542094	CFTR_ex9_01	chr7	117602783	117602955	CFTR_ex16_02	chr7	117666848	117667020	CFTR_ex27_01
chr7	117542089	117542217	CFTR_ex9_02	chr7	117603430	117603570	CFTR_ex17_01	chr7	117666992	117667157	CFTR_ex27_02
chr7	117548589	117548796	CFTR_ex10_01	chr7	117603523	117603695	CFTR_ex17_02				
chr7	117548796	117548890	CFTR_ex10_02	chr7	117603693	117603849	CFTR_ex17_03				
chr7	117559311	117559505	CFTR_ex11_01	chr7	117606581	117606707	CFTR_ex18_01				
chr7	117559474	117559620	CFTR_ex11_02	chr7	117606704	117606844	CFTR_ex18_02				

## INTEGRITY PACT

### PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_  
\_\_\_\_\_ Day of the month of \_\_\_\_\_ 20

#### **Between**

ALL INDIA INSTITUTE MEDICAL SCIENCES RISHIKESH having its office at AIIMS VEERBHADRA MARG RISHIKESH-249203, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

#### **And**

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

#### **Preamble**

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

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

AIIMS RISHIKESH desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

#### **NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

1. Enable AIIMS RISHIKESH to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AIIMS RISHIKESH will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

#### **Clause.1. Commitments of AIIMS RISHIKESH**

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

1.2 AIIMS RISHIKESH will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

1.3 All the officials of AIIMS RISHIKESH regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.

1.4 If the BIDDER reports to AIIMS RISHIKESH with full and verifiable facts any misconduct on the part of AIIMS

Rishikesh's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS RISHIKESH, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS RISHIKESH. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS RISHIKESH the proceedings under the contract would not be stalled.

## **Clause 2. Commitments of BIDDERS/ Contractors**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RISHIKESH for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RISHIKESH.
  - 2.3 \* BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.4 \* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.5 \* The BIDDER further confirms and declares to AIIMS RISHIKESH that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RISHIKESH or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 2.6 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS RISHIKESH or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged
  - 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

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

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

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

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

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

**Clause.4. Earnest Money Deposit (Security Deposit)**

4.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of \_\_\_\_\_

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment

(iii) Any other mode or through any other instrument.

4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

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

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

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest..

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AIIMS RISHIKESH, along with interest .

- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

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

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

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

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

#### **Clause.7. Independent External Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below:-

(1) Shri Rais Ahmad, IOFS (Retd.) Independent External Monitor (IEM), AIIMS-R Address: Mahagun Moderne, Tower: OSIMO-240, Sector – 78, Noida – 201301 Mobile No.: 9910007239. Email ID: ahmadrais1959@gmail.com
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(2) Mrs. Usha Chandrashekhar, IPoS(Retd.) Independent External Monitor (IEM), AIIMS-R Address: Flat No. C-5, Bollineni Homes, Near Hitech Theatre, Madhpur, Hyderabad-500081 Mobile No.: 9449872140. Email ID: ushacandrashekhar@gmail.com
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7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department! within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**Clause.8. Facilitation of Investigation**

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

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

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**Clause.10. Other Legal Actions**

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

**Clause.11. Law and Place of Jurisdiction**

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

**Clause.12. other legal Actions**

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

**Clause.13. Validity and Duration of the Agreement**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**AIIMS RISHIKESH**

Signature

Name and Designation

\_\_\_\_\_

Witness

1.....

2.....

**Bidder**

Signature

Name and Designation

\_\_\_\_\_

Witness

1.....

2.....

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