

# All India Institute of Medical Sciences

Rishikesh-249203



## **Tender document of Rate Contract for Procurement of Media for IVF Center for Department of Obs & Gyn. at AIIMS Rishikesh**

Ref. No.	: 24/RC/Consumables/IVF(Gynaecology)/ 877 /2026-RISH(ADMN)
Publishing Date	: 30/05/2026
Pre-Bid Meeting	: 08/06/2026
Bid Submission Start Date	: 30/05/2026
Last Date of Bid Submission	: 20/06/2026
Bid Opening	: 23/06/2026

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**  
**Tender document of Rate Contract for Procurement of Media for IVF Center for**  
**Department of Obs & Gyn. at AIIMS Rishikesh**

**Dated : 29/05/2026**

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 Media for IVF Center for department of Obs & Gyn on rate contract basis for a period of Two years, 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](tel: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 08/06/2026 at 03.00 PM in the office of Tender Office 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.

**Procurement Officer**  
**AIIMS, Rishikesh**

**NOTICE INVITING TENDER FOR**  
**Rate contract for procurement of Media for IVF**  
**Centre for the Department of Obs & Gyn. 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 years through open tendering system extendable up to 01 year depending upon the performance.

Name of work & file reference	(T.No. - 24/RC/Consumables/IVF(Gynaecology)/877/2026-RISH(ADMN)  Rate Contract for Procurement of Media for IVF Centre for departments of Obs & Gyn at AIIMS, Rishikesh (Two-Bid System)	Remarks
Tender cost (in Rs.)	Nil	
EMD/Bid Security (in Rs.)	Rs. 1,11,740/- (2% of total Contract Value)	In form of FDR, BG
Turnover	Rs. 28 Lakh	Average of last three FY(2022-23,23-24, 24-25)
Security Deposit	<u>3% of total contract value</u>	In the form of FDR, BG

Last date for submission/receipt of tender(s) is up to **20/06/2026** 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 enroll 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 / n Code / e Mudra 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 from 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.**

## 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 filled 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. ₹ 1,11,740/-) by means of FDR/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 previous 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 180 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 10 (ten) 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

*(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 ( EC) 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

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*(Signature & Stamp of the bidder)*

## Rate Contract for at AIIMS, Rishikesh

### 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 Rs 28 Lakh ). 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)*

**Annexure- 3**

**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)*

**Annexure- 4**

**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)*

**Annexure- 5**

## 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.

Thanking You

---

Signature with date

Name

Designation

Official Seal

**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 of bidder entity), that:

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 of manufacturers*)/Principal.

**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 2024

**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) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. 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