

All India Institute of Medical Sciences

Veerbhadra Marg,
Pashulok, Rishikesh-249203



Outsourcing of excess plasma at AIIMS Rishikesh

Ref. No.	:	24/surplus plasma /861/2026-RISH (ADMN)
Publishing Date	:	01/01/2026
Pre-Bid Meeting	:	06/01/2026
Bid Submission Start Date	:	03/01/2026
Last Date of Bid Submission	:	23/01/2026
Bid Opening	:	26/01/2026

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

TENDER NOTICE
For
Outsourcing of excess plasma at AIIMS Rishikesh

1. E-tenders on Two Bids (Technical & Financial) basis are invited on behalf of the Executive Director, All India Institute of Medical Sciences, Rishikesh from reputed, experienced bidders for Exchange of excess plasma 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 tender fee etc. must be delivered to AIIMS Rishikesh on or before last date/time of Bid Submission as mentioned above. Bid without tender fee will be summarily rejected. Scanned copy of Tender fee should be attached with 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 stamped by authorised signatory 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/app> or AIIMS, Rishikesh website: 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 enclosed 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 deviation.
 10. The pre bid conference would be held in the office of Tender Opening Room, AIIMS, Rishikesh. 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.**

3.

Tender Reference No: **24/surplus plasma /861/2026-RISH (ADMN)****NOTICE INVITING TENDER****for****Outsourcing of excess plasma at AIIMS Rishikesh**

The Executive Director, AIIMS, Rishikesh invites online tenders under Two-Bid system:

Name of work & file reference	24/surplus plasma /861/2026-RISH (ADMN) Outsourcing of excess plasma at AIIMS Rishikesh	Remarks
Tender cost (in Rs.)	Nil	-----
EMD/Bid Security (in Rs.)	Rs.	<i>In form of FD, TD, BG</i>
Turnover	Rs. lakhs	Average of last three FY (21-22, 22-23, 23-24)
Security Deposit	No security deposit is needed	In the form of FD, BG, TD,

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 time.

4.

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Instructions 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 / 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.

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5.

- Please note the Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No.:Formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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 filename. 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.
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6.

- 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.

7.

Eligibility Criteria:

1. The plasma fractionator must be licensed by the Government of India for plasma fractionation for manufacturing clinically usable plasma products in a cGMP facility and a copy of valid license or validity certificate must be submitted. Only companies with valid license of manufacturing of plasma products (in India only) will be eligible.
2. The fractionator will remain accountable to update AIIMS Rishikesh about the nature of all the products manufactured from the plasma received from the institute and a self-declaration to this end shall be submitted online.
3. An exchange policy for plasma derived products from the fractionator will be finalized at the discretion of the Institute and a self-declaration to enter such exchange policy with the institute if called upon at a later date, till the validity of the contract period as per the norms given by government of India (D.O.No.S-12016/01/2012-NACO (NBTC) dated 28th October 2015).
4. The fractionator will ensure packing and collection of plasma by their own staff as required ensuring quality.

Terms & Conditions:

a) **Manual bids shall not be accepted.** Bids are accepted via online mode only at www.eprocure.gov.in.

b) The Bid document submitted should be serially numbered and contain the table of contents with page numbers. Tenderer who has downloaded the tender from the AIIMS web site www.aiimsRishikesh.edu.in and Central Public Procurement Portal (CPPP) eProcurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited, and tenderer is liable to be banned from doing business with AIIMS Rishikesh.

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

1. **Deadline for submission of bids:** Bids must be submitted not later than the time and date specified in the notice invitation for Bids- critical data sheet.
2. The offer Submitted Fax/Email shall not be considered and no correspondence will be entertained in this matter.

- 8.
3. The rates must be quoted in rupees.
4. Rates must be quoted FOR basis (including Freight charges, and Insurance, etc.)
5. No overwriting or cutting is permitted in the rate. If found, the quotation shall be summarily rejected.
6. Logistics: - The fractionator shall be responsible for the pickup of plasma from the blood center, packaging and transport to their facility at appropriate storage conditions and the expenses incurred therein shall be borne by the fractionator.
7. The rates quoted must be valid for 180 days minimum from the date of opening of the quotation and silence of any tendered on this issue shall be treated as agreed with this condition.
8. The rates of the exchange value are fixed (D.O.No.S-12016/01/2012-NACO (NBTC) dated 28th October 2015).
9. One or more bidder may qualify. The distribution and frequency will be at the discretion of AIIMS Rishikesh.
10. RTGS/NEFT details need to be furnished by the supplier with the quotation on the letter head of supplier/firm/agency.
11. The firm/agency may satisfy the following conditions and attach self-attested copy of the same with the quotation: - Firm shall be registered with any state government / Central Government. The relevant documents required are copy of PAN, Certificate of firm/company registration/ GST Registration
12. The firm shall have valid GST No.
13. ***The firm should not be black listed by any Govt. Agency/Dept.***
14. Quotations qualified by such vague and indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional quotation shall be rejected summarily.
15. **Earnest Money:** There will not be any earnest money. The bidder qualifying for contract should submit security deposit as decided by AIIMS Rishikesh.
 - 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

9.

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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) If MSME firm is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption. (1) National Small Industries Corporation (NSIC). (2) Directorate of handicraft & Handlooms or as per applicable laws from time to time.

iv) In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Procurement Section, AIIMS Rishikesh through e- mail: tender@aiimsrishikesh.edu.in on or before end date of clarification as per critical date sheet.

17. Performance Security Deposit:

a. The successful bidder shall have to submit a performance security deposit (PSD) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG

beyond 30 days band up to 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31st day after the date of issue of LOA. In case of the contract fails to submit the requisite PG even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Security Deposit is mandatory.

b. Successful supplier/firm should submit performance security deposit as prescribed in favour of "AIIMS, Rishikesh" and to be received in the O/o Tender Section, AIIMS, Rishikesh, before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The performance security deposit to be furnished in the form as per given Proforma of the tender documents, for an amount covering 3% of the contract value.

c. The performance security deposit should be established in favour of "AIIMS Rishikesh" through any Schedule Bank with a clause to enforce the same on their local branch at Rishikesh,

d. Validity of the performance security deposit shall be for a period of 60 days beyond of entire term of contract.

e. After completion of PSD period a fresh BG/FDR of 3% of total cost will be submitted by the supplier for performance security deposit against validity of this new FDR will be 60 days beyond 2 years' period if the term is extended by 1 year. After submission of new security deposit, old security deposit will be released.

f. The fractionator will remain accountable to update AIIMS, Rishikesh about the nature and quantity of all the products manufactured from the plasma received from the institute.

g. The cost of secondary packing material and logistics should be borne by the company.

h. The fractionator must ensure that none of the products recovered from this plasma will be exported outside India

i. The selected firm shall enter into an agreement with AIIMS, Rishikesh Stamp Paper Worth Rupees One hundred only.

18. Delivery/Lifting Period – 15 days from information by email to lift surplus plasma

19. Liquidated Damage: - If the supplier fails to lift the plasma material within stipulated delivery period of 15 days then a penalty at the rate of 0.5 % per week of the total order value shall be levied subject to maximum of 10% of the total order value.

20. Payment Terms: Payment will be done on the basis of invoice raised by AIIMS Rishikesh. Companies should also bear cost of GST. The payment of invoice to be done within 7 days. In case of nonpayment to AIIMS Rishikesh, the money will be deducted from security with penalty. Bank details for transfer of money by online mode are as follows: via **RTGS/ NEFT:**

Bank name: PNB, AIIMS
Branch name: Pashulok
Account name: AIIMS Rishikesh- receipts Account
number:
.....

21. Disputes: -In the event of any dispute or disagreement arising between the Supplier and any other department of AIIMS Rishikesh with regards to the interpretation of “Terms & Conditions” of this inquiry, the same shall be referred to the Executive Director, AIIMS Rishikesh whose decision will be final and binding upon the contractor.

22. The Contract period is for 2 years and may be extendable by one more year based on compliance of the vendor.

23. Applicable Law & Jurisdiction of Courts

a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Rishikesh (Uttarakhand).

24. AIIMS, Rishikesh reserves the right to increase or decrease quantity and / or amount of work. Decision of Quantity of material in the AIIMS, Rishikesh will be final in this regard.

25. AIIMS, Rishikesh reserves the right to reject any quotation or part or the whole of inviting quotation process without assigning any reason. Decision of the AIIMS, Rishikesh will be final in this regard.

AIIMS Rishikesh

PRICE BID FORM

To,

(On Company Letter Head)

*The Director,
AIIMS Rishikesh*

1. I/We.....submitted the quotation for bid
No., dated
*For "Outsourcing of excess
plasma at AIIMS Rishikesh"*
2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the bid document and those contained appendix of Terms & Conditions of contract and agree to abide by them.
3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any depreciation/lowering of rates on any account during the tenure of the contract.

S. No.	Description of Item	Rate per Liter (in Rs.)	Total Amount in words
1.	Plasma (Fresh Frozen Plasma and/or Cryo poor plasma)		

Note: Rates are inclusive of all charges like freight, Unloading, Installation, levies, and duties expect Service Tax. Service Tax shall be paid as per actual, "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

Date

Plac

e

*Signature of the Bidder / Authorized signatory
Name*

Name:

Name of

Firm/Company/Agency:

Address:

Email:

Telephone:

Seal

TENDER/BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
The Executive Director, AIIMS
Rishikesh

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), technical Specifications etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the for feature of the full said earnest money deposit absolutely.

Yours

Faithfully, (Signature of the Bidder,

with Official Seal)

PROFILE OF THE ORGANIZATION/COMPANY/FIRM

(To be given on Company Letter Head)

Particulars of the Firm/Company/Agency		
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
Particulars of the firm representative		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	
Particulars of firm Bank Account		

15.	Name of the account holder / Firm	
16.	Account Number	
17.	Name of the Bank & Branch	
18.	IFSC Code	
19.	MICR code	
20.	Type of account	
21.	Address	
22.	Valid License No from CLAA	
*Please attach a Cancelled Cheque along with the account information form.		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized

Date:

Designation Office Seal of the Bidder)

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To

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 Messrs. _____ (name and address of agents) to bid, negotiate and Conclude the
contract with you against

Tender No. _____ for the Above good manufactured by us. No company or firm or individual other than Mes
srs. Are authorized To bid, negotiate and Conclude the contract in regard to this business against
this specific tender.

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

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of Messrs. _____
(Name of manufacturers)/Principal.

**Format for Affidavit of Self Certification regarding Local Content
(To be provided on Rs. 100/- Stamp Paper)**

I _____ S/o.D/o,W/o _____,
Resident of _____ do hereby solemnly affirm and
declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide order no. P-45021/2/2017-B.E.-II dated 15/06/2017.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said drugs has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Medicine for which the certificate is product.
- iv. Procuring entity to whom the certificate is furnished.
- v. Percentage of local content claimed.
- vi. Name and contact details of the unit of the manufacturer.**
- vii. Sale Price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the medicine certificates from suppliers, if the input is not in-house to be attached.
- xii. List and cost of inputs which and imported, directly or indirectly.

(Name of firm/ entity)

Authorized signatory (To be duly authorized by the Board of Director)

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 em as per Annual Accounts of the firm for last three years is as under-

Sl. No.	Financial Year	Turnover (In INR)
1.	2021 – 2022
2.	2022 – 2023
3.	2023 – 2024

(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)

UDIN Number:

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 three 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 Self Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land

Border Sharing) 1 (to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

2.

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

3.

1) 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.

4.

2) 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]

5.

3) 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

6. 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)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY
SECURITY

To

The Procurement Officer

All India Institute of Medical Sciences
Rishikesh,
Virbhadr 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 performance 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

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 **Exchange of excess plasma 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 beread 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.*
 - c. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of
 - d. 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 willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage**

by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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 manufacturer/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

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.