आखल भारताय आयुावज्ञान सस्थान, ऋर्ाकश – २४९२०३
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RISHIKESH – 249203
केन्द्रीय भण्डार/CENTRAL STORE
E-mail: tender@aiimsrishikesh.edu.in

No. 16190 Date:12/09/2026

Call for Objection & Bid Submission Notice

Reference: - E-File No-OTHRS/**358/2023-207 (Proprietary Article) Repair of USG Machine for the Department of Geriatric Medicine**, AIIMS Rishikesh.

Subject: "Call for objection" against Repair of USG Machine for the Department of Geriatric Medicine, AIIMS Rishikesh.

It is intended to procure repair of USG Machine proprietary article basis as per provision of GFR, 2017 rule 166(III), directly from M/s Aroma India against their proposal submitted, and by accepting M/s Esaote Asia Pacific Diagnostic Pvt. Ltd., as the sole manufactures/supplier of repair of USG Machine which satisfies all requirements of being a proprietary item.

Relevant documents are published on institute website & CPP portal for inviting objections/claims/comments if any, from eligible manufacture/supplier, before accepting the claim of earlier said manufacturer and according making procurement under proprietary article.

Objections, claims, or comments must be submitted to the office of the OIC procurement, AIIMS Rishikesh, in a sealed envelope with the subject and reference number mentioned above, or sent via email to all of the following addresses: gerimed@aiimsrishikesh.edu.in, tender@aiimsrishikesh.edu.in, bmcell@aiimsrishikesh.edu.in Submission to all of these email id's address is mandatory within 15 days from the date of publication of this notice, i.e., on or before 26/09/2026, up to 05:00 PM. Objection received after this deadline will not be entertained.

After due date, it will be assumed that no manufacturer/supplier has any objection/claim against above mentioned equipment article & same will be consider as proprietary article.

Details of items are: -

S. No.	Product Description	Quantity
1	SL1543 Probe	01
2	AC2541 Probe	01
3	Probe Adapter (FOC)	01

Note: The authorized vendor is requested to submit the bid through the online mode on CPP Portal. Other mode of bid submission will not be entertained.

Chairperson
Bio-Medical Cell
AIIMS Rishikesh

Dr. Bharat Bhushan Bhardwaj
Chairperson, Bio-Medical Engineering Cell
AIIMS, Rishikesh

Enclosure:-

- PAC by Manufacturer
- PAC by indenting Department (Form P3)
- Form P2 with Technical Specification

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Instructions to the Proprietary Firm (i.e., enlisted bidder):

1. *Proprietary Firm is requested to submit the bid online through CPP Portal. Other mode of bid submission will not be entertained.*
2. Sole manufacturer/ their authorized supplier/ service provider to submit their Price quotation/ bid and Technical bid compliance sheet along with supporting checklist documents via CPP Portal only.
3. *The enlisted bidder (sole manufacturer/ their authorized supplier) should quote the price of the item in the BoQ published with this notice.*

S. No.	Required checklist documents	Attached	Pg. No.
1	Latest (valid dated) Proprietary Article Certificate by the OEM on their letterhead with full name, address, contact details & email Id of the sole manufacturer of the proprietary item.	Yes/No	
2	Authorization certificate issued by the OEM to their authorized dealer/ distributor/ supplier/ agency (whichever applicable) with full name, address, contact number & email Id on the letter head of the OEM.	Yes/No	
3	Scanned copy of PAN card	Yes/No	
4	Scanned copy of GST document	Yes/No	
5	Latest price benchmark from INIs of the proprietary item(s)	Yes/No	
6	Kindly submit the notarized affidavits on Indian Non Judicial stamp paper of Rs. 100/- **in the format given in Annexure- I.**	Yes/No	
7	Kindly submit the duly filled & signed Integrity pact as per the format given in **Annexure-II**	Yes/No	
8	Kindly submit the Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) in the format given in **Annexure-III**	Yes/No	
9	Price Fall Clause Certificate-**Annexure-IV**	Yes/No	

4. *Checklist documents-*

Please submit the duly signed scanned copy of the checklist documents in a single pdf as per below table:

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Annexure-I

NOTARISED AFFIDAVIT

(On Indian Non-Judicial Stamp Paper of Rs. 100/-)

Bid ref. no: …….

I, (undersigned)..... (Name)

(i) **No criminal case is pending** against our Proprietorship / Firm / Company / Agency or any of its authorized signatories.

(ii) Not **blacklisted/debarred** by any organization at the last date of submission of bid.

(iii) I Will provide **complete warranty** for all equipment/items for 2 (Two) years (if applicable) followed by **CMC** for further 8 (Eight) years (if applicable) of these equipment/items.

(iv) Proprietorship/Firm/Company/Agency **abide by the Price Fall Clause.**

(v) Proprietorship/Tenderer/Company/Bidder is fully solvent and legally/financially competent to perform the terms and conditions of the Tender.

(vi) Proprietorship/Tenderer/Company/Bidder is duly registered under various relevant government notifications and all dues have been paid as on date.

(vii) Proprietorship/Tenderer/Company/Bidder 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 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 the undersigned personally liable for all civil/criminal obligations including complaints to police and other authorities.

Deponent Signature: .....
Name.....
Designation.....
Aadhar No.....
Email Id .....
Mobile No.....
Landline No.....
Address.....

(Copy of Authorization Letter from Proprietorship/Firm/Company/Agency enclose)

Annexure-II

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT (duly filled & signed)

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..... (Please mention)

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

1.3 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.

1.4 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.

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

Clause 2. Commitments of BIDDERs/ Contractors

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RISHIKESH or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RISHIKESH for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RISHIKESH.

2.3 * BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 * BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 * The BIDDER further confirms and declares to AIIMS RISHIKESH that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RISHIKESH or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS RISHIKESH or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others,

2.10 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

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 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

2.14 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 up to 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

ii. 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. 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.8. 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.9. 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.10. 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.11. 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.12. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend up to 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.

Clause. 13. The parties hereby sign this Integrity Pact at_____on _____

AIIMS RISHIKESH	**Bidder**
Signature	Signature
Name and Designation	Name and Designation
_____	_____
Witness	Witness
1…….....	1……
2……	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.

Annexure-III

LAND BORDER SHARING DECLARATION
Annexure to Bid Form: Eligibility Declarations

(To be submitted as part of tender/Technical Bid)(on company letter head)
(Along with supporting documents, if any)

Tender Document No. _____Tender Tile: Goods
Bidder's Name: _____(Address and contact details) Bidder's Reference No._____
Date:_____

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.

"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

_____

(Signature with date)

_____

(Name and designation)
Duly authorized to sign Bid for and on behalf of

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Annexure-IV

Price Fall Clause Certificate

(To be submitted by the bidder on company's letterhead)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the *Tender No*…..... *dated* ..... in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Date:

Signature of the Tenderer

Seal of the Firm