



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स), गुवाहाटी  
**All India Institute of Medical Sciences, Guwahati**  
स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक वैधानिक निकाय  
(A statutory body under the aegis of Ministry of Health and Family Welfare, GoI)  
Changsari, District- Kamrup, Assam, PIN-781101,

File No: 1-48/2021-22/AIIMS/GHY/ADMIN/OFFICE ORDER /2862

DATED: 16<sup>th</sup> JAN, 2025

OFFICE ORDER

In compliance with the decisions taken during the meeting with Independent External Monitors (IEMs) on 27<sup>th</sup> December 2024, all procurement cases with value of Rs 50L and above shall come under the ambit of IEM with immediate effect. Tender Document in such cases shall include Integrity Pact as per the CVC Guidelines. The name and email-id of the IEMs shall also be included in the tender document.

This is issued with approval of Competent Authority, AIIMS Guwahati.

(Comdt. T. Ngamlien)

Deputy Director (Admin)

**Distribution:**

1. Procurement(In-Charge), AIIMS Guwahati
2. FA, AIIMS Guwahati
3. Superintendent Engineer (In-Charge), AIIMS Guwahati

टी. नमलन / T. Ngamlien  
उप निदेशक (प्रशासन)  
Deputy Director (Admin)  
एम्स गुवाहाटी  
AIIMS Guwahati

**Copy To**

1. PS to Executive Director, for kind information



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**PRE-CONTRACT INTEGRITY PACT**

**GENERAL**

This Pre-Bid/Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on 27<sup>th</sup> day of the month Dec Year 2024 between **EXECUTIVE DIRECTOR, ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS), GUWAHATI, SILBHARAL, CHANGSARI, GUWAHATI, ASSAM- 781101** (hereinafter called the "**BUYER (AIIMS, GUWAHATI)**"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

**AND**

**M/s**.....  
a Company/Firm/Individual/PSU/Partnership/Joint Venture having its registered office at.....  
represented by Shri .....  
(hereinafter referred to as "The **BIDDER/CONTRACTOR**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Dr. Ashok Puranik  
Executive Director  
AIIMS Guwahati

**PREAMBLE**

WHEREAS **BUYER (AIIMS, GUWAHATI)** proposes to procure/erect/construct/install under laid down organizational procedures/contracts for .....(Name of the Work/Goods/Stores/Equipment/Item/Services) and the **BIDDER/CONTRACTOR** is willing to offer against **Bid Number**....., aforesaid proposal of **AIIMS, GUWAHATI.**



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WHEREAS the BIDDER/CONTRACTOR is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the **BUYER is AIIMS, GUWAHATI.**

**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 :-

Enabling the **BUYER (AIIMS, GUWAHATI)** to obtain the desired said Work/Stores/Goods/Services/Equipment 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

enabling the **BIDDER(s)/CONTRACTOR(s)** 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 the **BUYER (AIIMS, GUWAHATI)** 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:



Dr. Ashok Puranik  
Executive Director  
AIIMS Guwahati



**1. COMMITMENTS OF THE BUYER (AIIMS, GUWAHATI)**

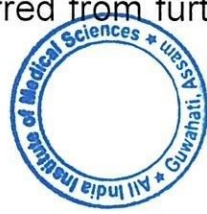
1.1 The **BUYER (AIIMS, GUWAHATI)** undertakes that no official of the **BUYER (AIIMS, GUWAHATI)**, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the **BIDDER**, either for themselves or for any person, organisation 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 The **BUYER (AIIMS, GUWAHATI)** will, during the pre-contract stage, treat all **BIDDERS** alike, and will provide to all **BIDDERS** the same information and will not provide any such information to any particular **BIDDER** which could afford an advantage to that particular **BIDDER** in comparison to other **BIDDERS**.

1.3 All the officials of the **BUYER (AIIMS, GUWAHATI)** will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the **BIDDER/CONTRACTOR** to the **BUYER (AIIMS, GUWAHATI)** with full and verifiable facts and the same is prima facie found to be correct by the **BUYER (AIIMS, GUWAHATI)**, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the **BUYER (AIIMS, GUWAHATI)** and such a person shall be debarred from further dealings related to the contract process.

डॉ. अशोक पुराणिक / Dr. Ashok Puranik  
अध्यक्ष निदेशक / Executive Director  
एम्स गुवाहाटी / AIIMS Guwahati



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In such a case while an enquiry is being conducted by the **BUYER (AIIMS, GUWAHATI)** the proceedings under the contract would not be stalled.

## 2. COMMITMENTS OF BIDDERS

2.1. 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:-

2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the **BUYER (AIIMS, GUWAHATI)**, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 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 the **BUYER (AIIMS, GUWAHATI)** or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.



Dr. Ashok Puranik  
Executive Director  
AIIMS Guwahati



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

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

2.6 The BIDDER further confirms and declares to the **BUYER (AIIMS, GUWAHATI)** that the BIDDER/CONTRACTOR is the original manufacturer/integrator/authorised 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 the **BUYER (AIIMS, GUWAHATI)** or any of its functionaries, whether officially or unofficially to the award of 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.

2.7 The BIDDER/CONTRACTOR, either 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 the **BUYER (AIIMS, GUWAHATI)** 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.

2.8 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

Dr. Ashok Purai  
Executive Director  
AIIMS Guwahati



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

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the **BUYER (AIIMS, GUWAHATI)** 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.

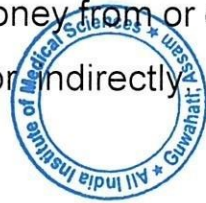
2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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 the **BUYER (AIIMS, GUWAHATI)**, or alternatively, if any relative of an officer of the **BUYER (AIIMS, GUWAHATI)** 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 6 of the Companies Act 1956.

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 the **BUYER (AIIMS, GUWAHATI)**.

Dr. Ashok Purandhar  
Executive Director  
AIIMS Guwahati





### 3. PREVIOUS TRANSGRESSION

3.1 The BIDDER declares that no previous transgression 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.

3.2 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.

### 4. EARNEST MONEY (SECURITY DEPOSIT)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the **BUYER (AIIMS, GUWAHATI)** through any of the following instruments:

अशोक पुराणिक / Dr. Ashok Puranik  
 निदेशक / Executive Director  
 एम्स गुवाहाटी / AIIMS Guwahati

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

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

(iii) Any other mode or through any other instrument (to be specified in the RFP).





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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 (AIIMS, GUWAHATI)**, 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 (AIIMS, GUWAHATI)** 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 (AIIMS, GUWAHATI)** to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 5. SANCTIONS FOR VIOLATIONS

5.1. Any breach of the aforesaid provisions 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 the **BUYER (AIIMS, GUWAHATI)** to take all or any one of the following actions, wherever required: -

A. 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.

B. 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 (AIIMS,**

Dr. Ashok Purkait / Executive Director  
AIIMS Guwahati



**GUWAHATI)** and the **BUYER (AIIMS, GUWAHATI)** shall not be required to assign any reason therefore.

C. To immediately cancel the contract, if already signed, without giving any compensation to the **BIDDER/CONTRACTOR**.

D. The **BIDDER/CONTRACTOR** shall be liable to pay compensation for any loss or damage to **AIIMS, GUWAHATI** resulting from such cancellation/recission and **AIIMS, GUWAHATI** shall be entitled to deduct the amount so payable from the money(s) due to the **BIDDER/CONTRACTOR**.

E. To encash the Bank Guarantee and performance bond/warranty bond, if furnished by the **BIDDER**, in order to recover the payments, already made by the **BUYER (AIIMS, GUWAHATI)**, along with interest.

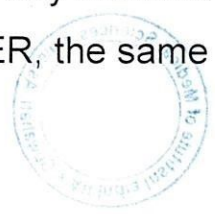
F. To cancel all or any other Contracts with the **BIDDER**. The **BIDDER** shall be liable to pay compensation for any loss or damage to the **BUYER (AIIMS, GUWAHATI)** resulting from such cancellation/rescission and the **BUYER (AIIMS, GUWAHATI)** shall be entitled to deduct the amount so payable from the money(s) due to the **BIDDER**

G. 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 (AIIMS, GUWAHATI)**

H. 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.

I. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the **BUYER (AIIMS, GUWAHATI)** with the **BIDDER**, the same shall not be opened.

डॉ. अशोक पुरानिक / Dr. Ashok Puranik  
कार्यकारी निदेशक / Executive Director  
एम् ग्वाहाटी / AIIMS Guwahati





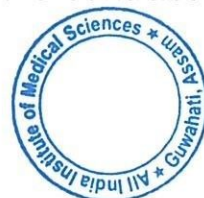
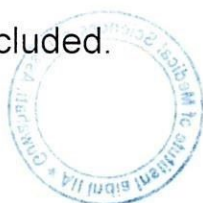
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J. Forfeiture of Performance Bond in case of a decision by the **BUYER (AIIMS, GUWAHATI)** to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The **BUYER (AIIMS, GUWAHATI)** will be entitled to take all or any of the actions mentioned at para 5.1(A) to (J) 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 the **BUYER (AIIMS, GUWAHATI)** 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 Monitor(s) appointed for the purposes of this Pact.

## 6. Fall Clause

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price 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 at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other 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-e cost would be refunded by the BIDDER to the **BUYER (AIIMS, GUWAHATI)**, if the contract has already been concluded.



Dr. Ashok Puranik / Executive Director  
AIIMS Guwahati

## 7. INDEPENDENT MONITORS

7.1 The **BUYER (AIIMS, GUWAHATI)** has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

SI No	Name of IEM	Email ID	Address
1	Shri Bam Bahadur Singh	<a href="mailto:bbsinghbeml@gmail.com">bbsinghbeml@gmail.com</a>	Block A, Flat-503 Hariom Towers, Ashaa Shree Garden Road, Near Ramakrishna Mission, Morabadi, Ranchi, Jharkhand, Pin-834008
2	Smt. Archana Pandey Tiwari	<a href="mailto:ampandey2001@yahoo.com">ampandey2001@yahoo.com</a>	C-32, Nangal Dewat Vasant Kunj, New Delhi Pin-110070

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 (AIIMS, GUWAHATI)**.



Dr. Ashok Purani  
 Executive Director  
 AIIMS Guwahati



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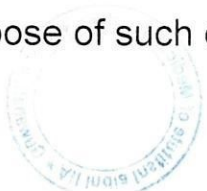
7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the **BUYER (AIIMS, GUWAHATI)** including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and 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 (AIIMS, GUWAHATI)** will provide to the Monitor sufficient information about all meetings among these 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 (AIIMS, GUWAHATI)**/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the **BUYER (AIIMS, GUWAHATI)** / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the **BUYER (AIIMS, GUWAHATI)** 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.



Dr. Ashok Puranik  
Executive Director  
AIIMS Guwahati

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 (AIIMS, GUWAHATI)**.

10. 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.

11. VALIDITY

11.1 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 (AIIMS, GUWAHATI)** 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.

11.2 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.

নামগণ T. T. পুরানিক  
Deputy Director (Admin)

Dr. Ashok Puranik / Executive Director  
আশোক পুরানিক / AIIMS Guwahati






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

**BUYER (AIIMS, GUWAHATI)**

**BIDDER**

  
Name of the Officer  
Designation  
Deptt./Ministry/PSU


डॉ. अशोक पुराणिक / Dr. Ashok Purankit  
कार्यकारी निर्देशक / Executive Director  
एम्स गुवाहाटी / AIIMS Guwahati

**Witness**

**Witness**

1.   
टी. नगम्लिन / T. Ngamlien  
उप निर्देशक (प्रशासन)  
Deputy Director (Admin)  
एम्स गुवाहाटी  
AIIMS Guwahati

1. \_\_\_\_\_

2.   
प्रकाश हजरीका / Prakash Hazarika  
वित्तीय सलाहकार / Financial Advisor  
एम्स गुवाहाटी / AIIMS Guwahati

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended/deleted in line with the policy of the **BUYER (AIIMS, GUWAHATI)** in regard to involvement of Indian agents of foreign suppliers

