



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)
All India Institute of Medical Sciences, Raipur (Chhattisgarh)

DISCLAIMER

This tender is not an offer by the All-India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.

Tatibandh, G.E. Road, Raipur-492099(CG),

Tele: 0771- 2577327

Website: www.aiimsraipur.edu.in/www.eprocure.gov.in

Email: storesofficer.hp@aiimsraipur.edu.in



**Notice Inviting Tender for
Annual Rate contract for supply of Nasal Cannula Neonate F&P Airvo2 & Breathing Circuit
F&P Airvo2 under PAC for the Department of Neonatology (NICU) at AIIMS, Raipur**

CRITICALDATE SHEET

Published Date	19.06.2026 at 06:00PM
Bid Document Download/Sale Start Date	19.06.2026 at 06:00PM
Clarification StartDate	19.06.2026 at 06:00PM
Clarification End Date	27.06.2026 at 03:00PM
Bid Submission StartDate	03.07.2026 at 10:00AM
Bid Submission End Date	10.07.2026 at 03:30PM
Bid Opening Date	11.07.2026 at 03:30PM

Tatibandh, G.E. Road, Raipur-492099(CG),
Tele: 0771- 2577327
Website: www.aiimsraipur.edu.in/www.eprocure.gov.in
Email: storesofficer.hp@aiimsraipur.edu.in



अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर, छत्तीसगढ़
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492099(CG)
Website: www.aiimsraipur.edu.in
Tele: 0771-2577327,
E-mail: storesofficer.hp@aiimsraipur.edu.in

Subject: Tender Annual Rate contract for supply of Nasal Cannula Neonate F&P Airvo2 & Breathing Circuit F&P Airvo2 under PAC in the Department of Neonatology (NICU) at All India Institute of Medical Sciences, Raipur

1. Executive Director, All India Institute of Medical Sciences, Raipur invites online bid in a single stage one bid (Technical & Financial) system for supply of Nasal Cannula Neonate F&P Airvo2 & Breathing Circuit F&P Airvo2 under PAC Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tendered who has downloaded the tender from the AIIMS web site www.aiimsraipur.edu.in and Central Public Procurement Portal (CPPP) e-procurement 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 tendered is liable to be banned from doing business with AIIMS Raipur.
The Technical bid should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).
6. **Manual bid shall not be accepted in any circumstance.**
7. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned.
8. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
9. The committee may negotiate price before awarding the bid.
10. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
11. Conditional bid will be treated as unresponsive and it may be rejected.
12. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
13. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Raipur through e-mail: storesofficer.hp@aiimsraipur.edu.in on or before end date of clarification as per critical date sheet.
14. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

Store Officer (H)
AIIMS, Raipur (C.G.)

Other Terms & Conditions

1. Performance Security Deposit:

- a. The successful bidder shall have to submit a performance guarantee (PSD) @ 3% of contract value within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD 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 PSD even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the 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 Deposits mandatory.
 - b. Successful supplier/firm should submit performance guarantee as prescribed in favor of "All India Institute of Medical Sciences, Raipur" and to be received in the **Hospital Store Office, New Administrative Building A-Block 1st Floor Gate no.5, Tatibandh, AIIMS Raipur, (C.G) Pin-492099** 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 of Bank Guarantee as per given Form of the tender documents, for an amount covering 3% of the contract value.
 - c. The Performance Guarantee should be established in favor of "All India Institute of Medical Sciences, Raipur" through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
 - d. Validity of the Performance Security Deposit shall be for entire contract period and beyond 60 days.
- 2) **Delivery:** The successful bidder should strictly adhere to the following delivery schedule should be affected within 30 days from the date of purchase order and this clause should be strictly adhered to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise, Liquidation Damages will be imposed as per clause no. 4. Purchase order will be placed as required by consignee.

In the event that any supplied Medicines/Items remain unconsumed and are due to expire within three (3) months, the supplier shall replace such medicines free of cost.

- 3) Purchase Order will be placed as per requirement of institute.
- 4) **Penalty:** If the suppliers fail to **Supply** place any or all the material or perform the service by the specified date as **mentioned** in purchase order, penalty at the rate of **0.5% per week or part thereof delayed** value of goods subject to the maximum of **10% of delayed goods value will be imposed**. In case the tendered fails to supply the ordered quantity within the stipulated time limit, the supplied material is found to be of suboptimal quality or the flow of supply is not regular, the purchaser in benefit of patient service, reserves the right, to reallocate the supply to next participator may purchase the goods from open market and recover the difference in cost of purchase from the successful tendered.

Non-execution of supply order - For non-supply of item 10% GD of Billing Amount will be charged as penalty. Repeated failure (Three times) to supply in part or in full may amount to termination

of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Hospital Stores timely.

- 5) **Right of Acceptance:** AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.
- 6) **Clarification of Bids:** During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 7) **Defective or Damaged item Replacement clause:** After supply, during usage of the item at any time before expiry, if it is found to be defective or damaged (not due to environmental conditions), the supplier has to replace it with fresh item at their risk and cost within 21 days.
- 8) **Discrepancies in Prices:**
 - a) If, in the price structure quoted by a tendered, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tendered has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
 - b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
 - c) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tendered by registered / speed post. If the tendered does not agree to the observation of the purchaser, the tender is liable to be ignored.
- 9) **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.
- 10) **Breach of Contract:** In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.
- 11) **Terms of payment:**
 - a. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

100% payment of the contract price shall be paid on receipt of goods in good condition at the

consignee premises and upon the submission of the following documents:

- i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.
- ii) Two copies of delivering challan and e-way bill.
- b. The supplier shall not claim any interest on payment under the contract.
- c. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
- d. No payment shall be made for rejected stores. Rejected equipment's must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

12) Information required on challan & bills:

- a) **Challan:** Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS RAIPUR main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:
 - i) Name of the item as, it is mentioned in Rate contract/ supply order.
 - ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any)
 - iii) Size of the item
 - iv) Supply order no. and Date
 - v) Date of manufacturing
 - vi) Date of expiry
 - vii) Batch number
 - viii) Quantity of each item (in unit)
 - ix) Maximum Retail Price (MRP)
- b) **Pre-receipted Bill (Tax Invoice),** must always bear the following information:
 - i) Name of the item as, it is mentioned in Rate contract/ supply order.
 - ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name if any)
 - iii) Size of the item
 - iv) Supply order no. and Date
 - v) Date of manufacturing
 - vi) Date of expiry
 - vii) Batch number
 - viii) Quantity of each item (in unit)
 - ix) Value of each item
 - x) Total value of the bill
 - xi) The amount of GST paid by the supplier.
 - xii) Maximum Retail Price (MRP)

13) Packing Instruction:

These are advisory in nature and to enable safe delivery of goods to NICU Department.

- a. No corrugate package should weigh more than 15 kgs (i.e., product + inner carton + corrugated box).

- b. All Corrugated boxes should be of 'A' grade paper i.e., Virgin.
- c. All items should be packed only in first hand boxes only.
- d. The corrugated boxes should be of narrow flute.
- e. Every box should be preferably single joint and not more than two joints.
- f. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
- g. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 -60° should not crack.
- h. Every box should be sealed with gum tape running along the top and lower opening.
- i. Every box should be strapped with two parallel nylon carry straps (they should intersect).
- j. The product label on the carton should be large at least 15cms x 10cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.
- k. No box should contain mixed products or mixed batches of the same product.
- l. Statutory packing instruction shall have to be followed where ever applicable.
- m. Primary packing such as strips, labels, inner carton, outer carton etc. should bear the following words

“AIIMS Raipur Supply-Not for Sale”
“एम्स रायपुर आपूर्ति निः शुल्क वितरण हेतु”

14) Good & Service Tax:

- 1. GST rates applicable on the quoted item may please be mentioned in the bid document.
- 2. It may be confirmed if there is any (Upward/Reduction) in the Basic Price structure. Bidders are required to pass the Input Credit as per the following Anti Profiteering Clause of GST.

“Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices”.

- 3. **HSN Code** for each item should be clearly mentioned on BoQ/Financial Bid.

15) Fall Clause:

- 1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/ Public Undertaking during the period of the contract.
- 2. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
- 3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt. and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be

rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost

16) Arbitration: If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Executive Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Raipur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

17) Legal Jurisdiction: The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

18) Option Clause/ Tolerance Clause:

- a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25% to 30%, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to-next whole number) without any change in the unit price and other terms & conditions quoted by the bidder. If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by 25% to 30%, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

19) Contract Period:

The Rate Contract shall be valid for a period of **one year** from the date of commencement of Contract and same can be extended by the Director, AIIMS Raipur on mutual agreement on same terms and conditions for **one year & more year**. The Executive Director AIIMS Raipur reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department. The Annual Rate Contract (RC) awarded under present Tender Enquiry will be in the nature of a Standing Offer. The Supply Order may be placed from time to time against the RC. The Institute does not give any guarantee of minimum purchase under the present RC.

**Store Officer (H)
AIIMS, Raipur (C.G.)**

Technical Bid

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:

- a) Please **state whether the bidder** is Manufacture/OEM/Distributor/Dealer/ Supplier/trader relevant document should be uploaded.
- b) In case of Distributor/Dealer/Supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded.
- c) Signed and scanned copy of User List (List of Govt. Hospital/Organization) where quoted model of the items has been supplied and installed as per the Annexure II. (Bidder / OEM/ Manufacturer)
- d) “Declaration by the Bidder” (in ₹100 Stamp paper) as mentioned in tender document should be uploaded.
- e) An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.
- f) Please provide a certificate on OEM’s and Bidder’s letter head that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organization or DGS&D rate in recent past.
- g) Copy of PAN Card should be uploaded (Bidder).
- h) Firm/Company registration certificate should be uploaded **(Bidder)**.
- i) The GST registration details may be furnished **(Bidder)**.
- j) **Income Tax Return of last three financial Year of the bidder.**
- k) **OEM’s / Manufacturer’s Annual Turnover of last 03 financial year certified by CA (2.20Cr.)**
- l) **Bidder Annual Turnover of last 03 financial year certified by CA (28 Lakh)**
- m) **Pre-Contract Integrity pact. (Notarized & Rs.100 non-judicial stamp paper)** (The data entered during bid submission time failing which the uploaded bid will be **not accepted**.) Annexure–III
- n) Technical Compliance report as per Annexure–I.

PRICEBID

- (a) PricebidintheformofBOQ_XXXX.xls.

ANNEXURE-I**Specifications of Nasal Cannula F&P Airvo 2 & Breathing Circuit F&P Airvo 2 for the Department of Neonatology (NICU)**

SN	Description	NOS
1	Nasal Cannula F&P Airvo 2 (Size- XS, S, M, L, XL) • The cannula should be anatomically contoured to deliver wide range of flows to allow flexibility of treatments. • Suitable for delivering heated and humidified respiratory gases to patient. • Made of soft material to minimize nasal trauma. • Facilitates kangaroo care and easier feeding. • Should have hydrocolloid adhesive pads on Velcro that stick on skin to secure prongs. • Adhesive pads should be easily replaceable. • Short flexible kink free tubing. • Available in different sizes for preterm, Neonate Infant and Pediatric applications. • US FDA CE approved.	NOS
2	Breathing Circuit F&P Airvo 2 (900PT561) • Patient breathing tube should be light weight with integrated heating wire and insulating layer to minimize condensation. • The insulating spiral should use bubble of warmed air around the breathing gas to shield it from the outside environment. • Integrated temperature sensor. No external probes, cables or adaptors required. • Single circuit for both adult and junior modes in Airvo2.	NOS

ANNEXURE-II**Format of Experience certificate**

Sl. No.	Contract No./Supply order No	Name of the Purchaser	Description of work	Qty Supplied	Value of Contract

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address:

Note:

- User List (List of Govt. Hospital/Organization) where quoted model of the items has been supplied and installed.
- Copies of supply orders of the same models quoted (**without hidden price for rate justification**).

Declaration by the Bidder:
(On ₹ 100 Non-judicial Stamp paper)

1. I am authorized signatory of the agency/firm and am competent to sign this declaration and execute this tender document.
2. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law
3. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
4. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the faculty-in-Charge Procurement Cell, AIIMS, Raipur immediately after we are informed but, in any case, not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:

(Signature of Bidder with seal) Date:

Name :

Seal :

Address:

MANUFACTURER'S/PRINCIPAL'S AUTHORIZATION FORM

To,
The Stores Officer,
All India Institute of Medical Sciences Raipur (C.G)

Dear Sir,

Tender No. : _____.

Equipment Name:_____.

1. We, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. (Authorized Dealer/Distributor/Supplier) _____ (name and address of agents) to bid, negotiate and conclude the contract with you against this tender for the above goods manufactured buys.

2. No company or firm or individual other than Messrs. _____ Are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.

4. We hereby extend our full guarantee and warranty as per the condition so tender for the goods bided for supply against this tender by the above firm.

The authorization is valid up to

yours faithfully,

(Name)

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

ANNEXURE-III

Integrity Pact - The bid is enabled with pre-contract integrity pact in the attached format only. All bidders are to submit the same on a non-judicial Stamp paper of Rs.100/-

The contact details of Independent External Monitors (IEMs) are appended below:

A. Vishwanath Giriraj – vgiriraj@rediffmail.com .

B. Arvind Kumar Arora – arvindarora333@gmail.com.

" Bidders must submit the Integrity Pact duly filled, sealed, and signed at all designated places, including signature blocks and witness signatures. On-submission or incomplete execution (missing seal/signature/witness signatures) shall result in rejection of the bid without further evaluation. No recall or resubmission of the Integrity Pact shall be permitted after bid submission. "

INTEGRITY PACT

Between

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR CG hereinafter referred to as “The Principal,”

and _____ hereinafter referred to as **“The Bidder/ Contractor.”**

Preamble

The principal intends to award contract/s for _____, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the principal, personally or through family members, shall in connection with the tender for, or the execution of a 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 shall treat all Bidder(s) with equity and reason during the tender process. The principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any

third person any material or other benefit which they are not legally entitled to, in **order to obtain in** exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). 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 introduce cartelisation in the tender process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers,” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed on Annex hereto.

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

1) The principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required.

It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/

Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

5) The principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.

6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief

Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the principal)
(Office Seal)

(For and on behalf of Bidder/ Contractor)
(Office Seal)

Place ----- Date -----

Witness 1: _____
(Name & Address)

Witness 1: _____
(Name & Address)