



INDIAN INSTITUTE OF MANAGEMENT SHILLONG

Umsawli, Shillong - 793018

TENDER DOCUMENT

Allotment / Lease of Indian Sweets Shop(s) at IIM Shillong, Umsawli Campus

NleT No.: K1-12010/1/2022-ENGG/3147 Dated: 31/08/2026

Two-Bid System: Part-A Technical Bid and Part-B Price Bid (Manual / Physical Submission)

Earnest Money Deposit (EMD): Rs. 25,000/-

Bid Validity: 90 days from the last date of submission of tender.

Initial Licence Period: Two years from the date of allotment, comprising an initial performance period of three months and, subject to satisfactory performance, continuation for the balance period.

Extension: May be considered for up to two additional years, one year at a time, based on satisfactory performance and at the sole discretion of IIM Shillong, with 10% annual increase in licence fee during the extension period.

NOTICE INVITING TENDER

No: K1-12010/1/2022-ENGG/3147

Dated: 31/08/2026

Indian Institute of Management Shillong invites sealed tenders from experienced, interested and eligible individuals, proprietors, firms or agencies for operation of the Indian Sweets Shop(s) at the Institute's Umsawli Campus, New Shillong Township. The tender shall be processed under a two-bid system consisting of Part-A (Technical Bid) and Part-B (Price Bid).

Particular	Details
Pre-bid Meeting	31.08.2026 at 11:00 AM, IIM Shillong
Last date/time for submission	21.09.2026 up to 2:00 PM
Opening of Technical Bid	21.09.2026 at 2:30 PM, IIM Shillong
Opening of Price Bid	To be communicated to technically qualified bidders
Place of submission	IIM Shillong, Umsawli Campus

Sd/-

**Col Dinesh Adhikari
Chief Administrative Officer**

2. DEFINITIONS AND INTERPRETATION

For this Tender Document, 'Institute' means Indian Institute of Management Shillong; 'Bidder' means an individual, proprietor, firm or agency submitting a tender; 'Successful Bidder' means the bidder selected for allotment; and 'Licensee' means the Successful Bidder after execution of the licence deed / agreement. These terms shall be used consistently throughout the tender.

3. ELIGIBILITY CRITERIA AND MANDATORY DOCUMENTS

3.1 The bidder shall have at least two years of relevant experience in running an Indian Sweets shop, café, restaurant or comparable food outlet and shall have operated at least one comparable outlet. Documentary proof of such operation and experience shall be submitted.

3.2 The bidder shall submit proof of legal constitution, as applicable: proprietorship registration, partnership deed, or company registration documents and Memorandum / Articles of Association.

3.3 The bidder shall submit valid PAN and GST/GSTIN registration, wherever applicable.

3.4 The bidder shall submit valid Shops and Establishments registration issued by the competent authority.

3.5 A non-tribal bidder shall submit a valid KHADC Trading Licence, where applicable.

3.6 The bidder shall submit a valid FSSAI licence.

3.7 Labour licence shall be submitted where statutorily applicable.

3.8 The bidder shall submit bank account details and evidence of financial capacity. Audited balance sheets and Profit & Loss Statements for the last three financial years shall be submitted where applicable.

3.9 The bidder shall submit self-declaration regarding non-blacklisting and absence of pending criminal/economic offences, in the prescribed format.

3.10 The bidder shall submit the declaration relating to existing/concurrent licence at IIM Shillong, as applicable.

3.11 The bidder shall submit one self-attested passport-size photograph in the prescribed form.

3.12 The bidder shall submit authorization / Power of Attorney where the tender is signed by an authorized representative.

3.13 The bidder shall submit proof of EMD.

3.14 All mandatory registrations and licences shall be valid on the last date of submission of tender.

4. EARNEST MONEY DEPOSIT (Refundable)

4.1 An EMD of Rs. 25,000/- shall be submitted via the payment link mentioned below:

<https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=unPpDMmNMgyLM9LLfrXUhRaBMECfZN%2fLVhdvVbZJFqJlr63OP%2bqeMtWDL60E%2b7VjuK%2buUuJNM7%2bJuqXkT9OprzaVAu5uKDD7vcSzPYhFL8csWLHF4DuEd5qQ8N8xWx5psY3wgziRGUCH5nuRx7kNEtQ4soT9AEd3HQQoa%2fcHkp9l77M5aheXhw%3d%3d>

Proof of payment shall be enclosed in Part-A (Technical Bid). A bid not accompanied by the prescribed EMD shall be liable to rejection, except where an exemption is specifically admissible under applicable Government rules and documentary proof thereof is submitted.

4.2 If the bidder withdraws the bid during its validity period, or the Successful Bidder fails to complete the prescribed formalities after allotment, the EMD may be forfeited in accordance with the tender conditions. The EMD of unsuccessful bidders shall be refunded without interest after finalization of the tender, in accordance with the Institute's applicable procedure.

5. SUBMISSION OF BIDS - TWO ENVELOPE SYSTEM

The tender shall be submitted physically in two separate sealed envelopes placed inside one outer sealed envelope.

5.1 Envelope 1 - Part-A: Technical Bid. This envelope shall contain the duly completed Technical Bid, all prescribed forms, declarations, supporting documents and EMD proof. It shall not contain any price / licence fee quotation.

5.2 Envelope 2 - Part-B: Price Bid. This envelope shall contain only the duly completed Price Bid in Annexure-V, quoting the monthly licence fee in figures and words, excluding GST.

5.3 The outer envelope shall clearly indicate the tender title, NleT number, bidder's name, address, mobile number and e-mail address.

5.4 The tender shall reach IIM Shillong, Umsawli Campus on or before the prescribed date and time. The Institute shall not be responsible for postal/courier delay.

5.5 Conditional bids, incomplete bids, unsigned bids, bids containing material deviations, or bids not complying with mandatory eligibility requirements are liable to rejection.

6. OPENING AND EVALUATION OF BIDS

6.1 Part-A (Technical Bid) shall be opened first on the date and time specified in the Notice Inviting Tender, in the presence of bidders or their authorized representatives who choose to attend. The Technical Bid shall be evaluated against the eligibility criteria and documentary requirements stated in this tender.

6.2 Only bidders found technically qualified shall be considered for opening of Part-B (Price Bid). The date and time for opening of Price Bids shall be communicated to technically qualified bidders.

6.3 The bidder quoting the highest monthly licence fee, subject to fulfilment of all tender conditions, may be considered for allotment. IIM Shillong is not bound to accept the highest bid and reserves the right to reject any or all bids without assigning reasons.

6.4 In case two or more technically qualified bidders quote the same highest monthly licence fee, preference shall first be given to the bidder having greater relevant experience supported by documentary evidence. If the tie still persists, preference shall be given to the bidder having higher average turnover during the last three financial years, where such turnover information is applicable and available. If the tie remains unresolved, allotment may be decided by draw of lots in the presence of the tied bidders or their authorized representatives. The decision of the Competent Authority of IIM Shillong shall be final.

7. LICENCE FEE, TAXES AND UTILITY CHARGES

7.1 The monthly licence fee shall be the amount quoted by the Successful Bidder in the Price Bid, subject to the minimum licence fee prescribed by the Institute. Bidder who quoted less than the license fee prescribed by the Institute their bid will be rejected. The License fee should be quoted at par or above the License fee prescribed by the Institute.

7.2 GST and other applicable statutory taxes/levies shall be payable in addition to the licence fee.

7.3 Electricity charges shall be payable on actual consumption at the applicable rate based on meter reading.

7.4 Water charges shall be payable on actual consumption, where metered, or at the rate/basis notified by the Institute from time to time.

7.5 The licence fee and applicable allied charges shall be paid in advance on or before the 15th day of each month.

8. SECURITY DEPOSIT

8.1 The Successful Bidder shall deposit an interest-free Security Deposit equivalent to twelve months of the accepted monthly licence fee within 14 days of issue of the allotment order. Failure to deposit the Security Deposit within the stipulated period shall result in cancellation of allotment and forfeiture of EMD.

8.2 The Security Deposit shall be refundable without interest after expiry/termination of the licence and handing over vacant possession and keys, subject to adjustment of outstanding dues, damages, penalties or other recoverable amounts.

9. LICENCE PERIOD AND EXTENSION

9.1 The licence shall initially be for two years from the date of allotment. The first three months shall be treated as a performance period. Subject to satisfactory performance, the licence shall continue for the balance period. If performance during the first three months is found unsatisfactory, the Institute may terminate the licence after giving the Licensee an opportunity to remedy the deficiencies within the period specified by the Institute.

9.2 Thereafter, the Institute may, at its sole discretion, extend the licence for up to three additional years, one year at a time, based on satisfactory performance and compliance with the licence conditions. During each year of extension, the licence fee shall increase by 10% over the immediately preceding licence fee.

10. COMMENCEMENT AND EXECUTION OF LICENCE DEED

The Successful Bidder shall complete all formalities, deposit the Security Deposit, execute the prescribed Licence Deed on the applicable non-judicial stamp paper, and commence operations within 15 days from the date of allotment, or within such other period as may be specified by the Institute. Failure to commence operations within the stipulated period, without an extension granted in writing by the Institute, may result in cancellation of allotment, forfeiture of EMD/Security Deposit as applicable, and consideration of the next eligible bidder, subject to approval of the Competent Authority.

11. OPERATION OF SHOP AND SERVICE CONDITIONS

11.1 The licensed premises shall be used only for the purpose for which allotted and shall not be sublet, transferred or used for any unauthorized activity.

11.2 The Licensee shall provide good quality food/products and shall not stock or sell substandard, spurious, damaged, expired or prohibited items.

11.3 The Licensee shall display the approved price (approved by the Institute Committee) list prominently and shall not revise prices without prior approval of the Institute.

11.4 The Licensee shall maintain adequate staffing, courteous behaviour, cleanliness, hygiene and sanitation in and around the shop.

11.5 The Licensee shall issue proper receipts/bills and shall provide sales information to the Institute when required.

11.6 The Licensee shall provide digital payment facilities, including UPI, and any common payment system adopted by the Institute.

11.7 The Licensee shall maintain a Complaint/Suggestion Register accessible to customers.

11.8 The Licensee shall not encroach upon service passages, staircases, common areas or any space beyond the licensed premises.

11.9 No structural addition or alteration shall be made without prior written approval of the Institute.

11.10 Employees shall not use the shop or any Institute premises as residential accommodation, except the staff barrack specifically allotted by the Institute for such purpose.

11.11 The Licensee shall segregate and dispose of waste in designated bins and shall comply with the Institute's plastic-use and waste-management requirements.

11.12 The Licensee shall ensure staff carry valid identity cards and comply with security requirements, including police verification where required.

11.13 The shop shall operate during timings prescribed by the Institute. The Institute may revise the timings from time to time.

11.14 The Licensee shall ensure hygienic preparation, handling, storage and serving of food and beverages in accordance with FSSAI requirements and shall maintain appropriate pest-control measures.

11.15 LPG cylinders, electrical appliances, cooking equipment and other heat-producing equipment shall be used only in accordance with applicable safety requirements and Institute instructions. No unauthorized cooking equipment or unsafe electrical connection shall be permitted.

11.16 Food handlers and other staff shall maintain personal hygiene and medical fitness as required under applicable law and FSSAI requirements.

12. PROHIBITED ITEMS AND CONDUCT

The Licensee shall not store, sell or permit consumption of liquor, narcotic or psychotropic substances, bidi, cigarettes, pan masala or any prohibited item within the licensed premises. Smoking shall not be permitted and appropriate 'No Smoking' signage shall be displayed.

The Licensee and its employees shall not engage in illegal activity, nuisance, obstruction, disorderly conduct or any activity detrimental to the Institute's interests or discipline.

13. STATUTORY COMPLIANCE, LABOUR AND INSURANCE

The Licensee shall be solely responsible, at its own cost, for obtaining and maintaining all licences, registrations, permissions and statutory approvals required for operating the shop, including FSSAI, Shops & Establishments, GST, Trade Licence/KHADC licence where applicable, labour-related registrations and other statutory compliances.

The Licensee shall comply with applicable labour laws relating to minimum wages, wages, working conditions, social security contributions and prohibition of child labour. No child labour shall be employed.

The Licensee shall obtain suitable insurance coverage for its employees, stock, equipment, third-party liabilities and risks arising from operation of the shop, as applicable under law.

14. SAFETY AND FIRE PRECAUTIONS

14.1 The Licensee shall maintain prescribed safety standards and keep suitable fire extinguishers, sand buckets, first-aid facilities and emergency contact information at accessible locations. All safety equipment shall be maintained in serviceable condition. The Licensee shall comply with all fire-safety instructions issued by the Institute and shall not obstruct exits, corridors, staircases, fire extinguishers, hydrants or any other firefighting/emergency equipment.

15. PENALTIES AND DEFAULT

15.1 Failure to pay the monthly licence fee within the specified due date shall attract a penalty equal to 25% of the monthly licence fee. Failure to pay the licence fee by the end of the month shall render the licence liable to termination, in accordance with the approved penalty provision of the Institute.

15.2 For other breaches of the tender/licence conditions, including hygiene violations, overcharging, unauthorized closure, sale of prohibited/substandard items, non-display of approved rates, unsafe practices, encroachment or non-compliance with Institute directions, the Institute may issue warning(s), impose a reasonable penalty commensurate with the breach, recover actual loss/damage, forfeit part or whole of the Security Deposit, suspend operations or terminate the licence, depending upon the nature, frequency and severity of the breach. Repeated violations shall be treated as an aggravated breach.

15.3 PENALTY SCHEDULE

Default	Penalty / Consequence
Failure to pay licence fee within the specified due date	25% of the monthly Licence Fee
Failure to pay licence fee by the end of the month	Licence liable to termination

16. CLOSURE, SUBLETTING AND TERMINATION

16.1 The shop shall not remain closed for more than seven days without prior permission of the Institute. Unauthorized closure may be treated as breach of licence.

16.2 The Institute may terminate the licence by giving 30 days' notice without assigning reasons. The Licensee may surrender the licence by giving 60 days' notice, subject to settlement of all dues and other conditions prescribed by the Institute.

16.3 Notwithstanding Clause 16.2, the Institute may terminate the licence with immediate effect or with such shorter notice as considered appropriate in cases of material breach, including illegal activity, sale of prohibited/substandard goods, unauthorized subletting, persistent payment default, child labour, serious safety/security violations, or continued non-compliance with lawful directions of the Institute, after giving such opportunity to respond as the circumstances and applicable law may require.

16.4 On termination/surrender, the Institute may consider allotment to the next eligible bidder in the order of financial ranking, subject to approval of the Competent Authority.

17. VACATION AND HANDING OVER OF PREMISES

17.1 On expiry, surrender or termination, the Licensee shall remove its belongings, clear all dues and hand over vacant possession and the keys of the premises to the Estate Officer/designated officer of IIM Shillong. If the Licensee fails to hand over the keys after expiry/revocation of the licence, the Licensee shall be liable to pay five times the monthly licence fee for unauthorized occupation. Such amount may be recovered from the Security Deposit. The Licensee shall also be governed by the applicable provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, as amended.

18. INSPECTION AND SUPERVISION

18.1 The Licensee shall permit authorized officers/committees of IIM Shillong to inspect the premises, records, hygiene, quality of goods and operations at all reasonable times and shall comply with lawful instructions issued by the Institute. The Institute may take food/product samples or require testing by an appropriate laboratory/authority whenever considered necessary, and the Licensee shall extend full cooperation.

19. AMENDMENT / CORRIGENDUM

IIM Shillong may amend, clarify or supplement the Tender Document at any time before the last date of submission. Any corrigendum/addendum shall be notified through the Institute's official website and shall form an integral part of the tender. Bidders shall be responsible for checking the Institute's official website for any corrigendum/addendum issued before the last date of submission.

20. ARBITRATION AND JURISDICTION

20.1 As far as possible, disputes shall be settled mutually. If any dispute or difference relating to interpretation or other issues arises after issuance of the LOI/Allotment Order and during execution of the licence, it shall be referred to the Director, IIM Shillong, in writing. If the dispute is not resolved within 30 days, it shall be referred to a sole arbitrator appointed by the Director, IIM Shillong. The governing law shall be the Arbitration and Conciliation Act, 1996, as amended. The arbitration shall take place in Shillong. Any dispute arising at any time shall be subject to the jurisdiction of the Courts at Shillong only.

20.2 Matters specifically governed by the Integrity Pact shall be dealt with in accordance with the approved Integrity Pact of the Institute, including its provisions relating to dispute resolution and non-arbitrability of matters covered thereunder.

21. RESERVATION OF RIGHTS

IIM Shillong reserves the right to accept or reject any or all bids, cancel the tender process, modify the conditions before award, or decide not to allot the premises, without assigning reasons, subject to applicable rules and approval of the Competent Authority.

22. INTEGRITY PACT

22.1 The Institute-approved Integrity Pact / Integrity Agreement reproduced at Annexure-VI shall form an integral part of this tender. It shall be duly signed by the Bidder and the authorized representative of IIM Shillong. In respect of matters covered by the Integrity Pact, its provisions shall prevail to the extent stated therein.

ANNEXURE - I: DETAILS OF PREMISES

Sl. No.	Purpose	Minimum Licence Fee / Month (Excl. GST)	Area
1	Indian Sweets Stall	Rs. 2,893.00	72.32 sqm
2	Staff barracks for 4 people	Rs. 2,000.00	

ANNEXURE - II: DECLARATION REGARDING BLACKLISTING / CRIMINAL CASES

I/We hereby declare that I/we/the firm have not been blacklisted by any Government Department/Organization/PSU/Autonomous Body and that no criminal or economic offence is pending against me/us/the firm, except as specifically disclosed below. I/We understand that any false declaration may result in rejection/termination and other action.

Disclosure, if any: _____

Name: _____ Signature: _____ Date: _____

ANNEXURE - III(A): DECLARATION - NO EXISTING CONCURRENT LICENCE

I/We declare that neither I/we nor any partner/close relation as specified by the Institute presently holds a concurrent licence from IIM Shillong for operating the same trade covered by this tender.

Name: _____ Signature: _____ Date: _____

ANNEXURE - III(B): DECLARATION - EXISTING LICENCE

Where the applicant already holds an existing licence for a similar trade at IIM Shillong, full particulars shall be disclosed. If allotted the new shop, the applicant agrees to surrender the existing shop before taking possession of the newly allotted premises, if such surrender is required by the Institute.

Existing Shop / Licence No.: _____

Name: _____ Signature: _____ Date: _____

FORM "A": PERFORMANCE REPORT

Name of Shopkeeper: _____

Name of Shop & Location: _____

Name of Organization where shop is located: _____

Contact person for verification: _____

Date of allotment: _____

Date of completion / present status of licence: _____

Quality of items/services: Excellent / Very Good / Good / Fair: _____

Resourcefulness: Excellent / Very Good / Good / Fair: _____

Inter-personal relationship: Excellent / Very Good / Good / Fair: _____

Punctuality / service hours: Excellent / Very Good / Good / Fair: _____

Regularity in payment of dues: Excellent / Very Good / Good / Fair: _____

FORM "B": SELF-DECLARATION / BUSINESS PROFILE

Name of Business Establishment: _____

Legal status: Proprietorship / Partnership / Company / Other: _____

Period of relevant business experience: _____

Details of other business establishments: _____

Number of employees: _____

Turnover / sales for last three financial years: _____

Banker details / financial soundness: _____

Details of any relative/family member operating business in IIM Shillong, if applicable:

I/We certify that the above information is true and correct and that nothing material has been concealed.

FORM "C": BIDDER PARTICULARS AND EMD DETAILS

Name of Bidder: _____

Date of Birth / Date of Incorporation: _____

PAN: _____

Father's / Husband's Name (for individual bidder, where applicable):

Correspondence Address: _____

Permanent / Registered Address: _____

Mobile Number: _____

E-mail: _____

EMD Receipt / Transaction No.: _____

EMD Date: _____

EMD Amount: _____

Affix self-attested passport-size photograph, where applicable.

Signature of Bidder with date and seal: _____

ANNEXURE - IV: UNDERTAKING

1. I/We have read and accepted all terms and conditions of the tender.
2. I/We shall comply with all applicable Central/State/local laws, FSSAI requirements, labour laws and Institute instructions.
3. I/We shall pay licence fee, taxes, electricity, water and other applicable charges within the prescribed time.
4. I/We shall maintain cleanliness, hygiene, safety and quality standards.
5. I/We shall not sublet, transfer, misuse or make unauthorized structural alterations to the premises.
6. I/We shall make good any loss or damage to Institute property caused by us or our employees.
7. I/We shall not use the premises for residential purposes.
8. I/We shall employ adequate and suitable staff and shall not employ child labour.
9. I/We shall vacate the premises and clear all dues upon expiry/termination/surrender of the licence.
10. I/We shall comply with directions of the Institute's authorized officer/committee.

Tenderer's Name: _____ Signature: _____ Seal: _____

Date: _____

ANNEXURE - V: PART-B PRICE BID

S. No.	Particulars	Amount in Figures / Month (Excl. GST)	Amount in Words / Month (Excl. GST)
1	Indian Sweets Shop		

GST, as applicable, shall be payable extra.

The quoted monthly licence fee shall not be less than the minimum monthly licence fee prescribed in Annexure-I. A Price Bid below the prescribed minimum licence fee shall be rejected.

Signature of Bidder: _____

ANNEXURE - VI: INTEGRITY PACT

To,

The Director,

IIM, Shillong

Sub: Submission of tender /

Bid for the work of “_____”

Dear Madam/Sir,

I/We acknowledge

that IIMS, Shillong is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender/bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIMS, Shillong. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIMS, Shillong shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the bid/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and competent signatory to sign the relevant contract on behalf of IIMS.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... day of2026.

BETWEEN

IIM Shillong represented through Chief Administrative Officer (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 (NIT No.\. .) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract _____

hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner will 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) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate 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 proforma 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

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 will 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:

1) If the Bidder(s)/Contractor(s), either before award or during execution of 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.

2) 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.

3) 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 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/ holiday 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 Subcontractors/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

As per validity concern, This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor __ 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.

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.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division 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 thereof shall not be subject to arbitration.

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 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 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:

Dated: