



**INDIAN INSTITUTE OF SCIENCE EDUCATION
AND RESEARCH THIRUVANANTHAPURAM**
[IISERTVM]

PH.-0471 2778019,

EMAIL: purchasestores@iisertvm.ac.in

IISER/PUR/EOI/0001/MMS/SP/24-25

27 Nov 2024

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)/
PRE-QUALIFICATION STAGE (PQS)**

**CLEAN ROOM FACILITY FOR SEMICONDUCTOR
FAB AND RESEARCH FACILITY**

TERMS & CONDITIONS:

1. EOI shall contain profile of the manufacturer and supplier (agent or dealer if any), Technical details of the product, HSN Code and other necessary inputs such as list of installations in India and abroad (with contact details of end users) where similar equipment is supplied.
2. Category of Suppliers: Suppliers/Manufacturers should provide documents mentioning the category under which they fall, with the percentage in local content and provide a self-certification that the item offered meets the local content requirement for Class-I local supplier / Class-II local supplier as the case may be. Supplier should give the details of the location at which the local value addition is made. In case of procurement for a value in excess of Rs 10 Crores the class 1 local supplier / class 2 local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The supplier /manufacturer who has failed to provide the category & documents will be treated as Non-local supplier. False declarations will be in breach of code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which the bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the GFR along with such other actions as may be permissible under law.



Anwar Sadath
27/11/24

The categories are:

- a. Class I local Supplier – has local content equal to more than 50%
 - b. Class II local Supplier – has local content more than 20% but less than 50%
 - c. Non –Local Supplier – has local content less than or equal to 20%.
3. In the first PQS phase, competent, qualified bidders are shortlisted by using a Prequalification Criterion as per Annexure 2. No Techno-commercial or Financial details are asked for in the first phase of PQS. In the second phase, tender will be floated as usual through eProcurement/e-publishing; bids only from shortlisted qualified bidders in the PQS phase will be evaluated, and others will be rejected. **Bidders shall submit/ upload duly filled and signed Integrity Pact (Annexure 5) along with the Eol.**
4. Integrity pact (IP) is deemed as a part of the contract and the parties concerned are bound by its provisions. IP would be implemented through a panel of Independent External Monitors (IEMs): The details of IEMs are given below.
1. Shri. E.K. Bharat Bhushan, IAS (Retd.), Email: bbhushan55@gmail.com
 2. Commodore Shri Rakesh Anand (Retd), Email: ansem_2000@yahoo.com
- Any violation of IP would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provision of GFR 2017 etc. as may be applicable to IISERTVM.
5. Shortlisted sources may be invited for presentation/ discussion.
 6. EOI shall be uploaded in CPPP portal mandatorily. Physical / Hard copy of the EOI will not be accepted by the Institute.
 7. **Due date for submission of EOI is 16 Dec 2024 up to 10.00 Hrs.**
 8. **The place, date and time for the presentation will be intimated later.**



Anuar Sadath
27/11/24
**ASSISTANT REGISTRAR
[PURCHASE & STORES]
IISERTVM**

ANNEXUE: 1
Instructions To Bidder for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the



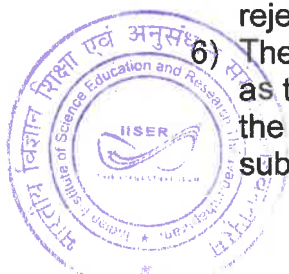
number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their technical & financial bids in PDF format only and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
-

Anwar Sadath
27/11/24

Assistant Registrar (P&S)



Clean room for Semiconductor Fab

IISER TVM

Pre-qualification stage/Expression of Interest

Preamble

Indian Institute of Science Education and Research Thiruvananthapuram (IISER TVM), an institution of national importance under the ministry of Education, Government of India intends to establish a ISO-6/Class-1000 clean room facility of approximately 210 square metres size for housing a semiconductor fab and research facility.

Procurement is planned on a turn-key (Design-Build-Validate) basis from competent bidders with relevant expertise and prior experience. Due to the complex nature of the procurement, pre-qualification bids are invited under Rule 4.6.1 of the GFR Manual for Procurement of Goods (2024 edition) from experienced vendors with relevant expertise. A detailed RFP document will be developed in consultation with the pre-qualified vendors/firms/consortia and procurement will be through a regular two-bid process with bids restricted to the pre-qualified vendors/firms/consortia.

General Specifications

1. The clean area planned is around 2126 Sq. ft. (197 m²) of Class 1000 (ISO 6) and 290 Sq. ft. (27 m²) of Class 10,000 (ISO 7) as per ISO 14644 cleanroom Standards along with unclassified Utility Chase, locker rooms, changing rooms etc (See schematic drawing given below)
2. The scope of work includes all related utilities including,
 - a. HVAC System
 - b. Electrical distribution system including required panels, distribution boxes etc.
 - c. Common UPS system for the cleanroom and equipment inside.
 - d. ESD flooring
 - e. Cleanroom lighting
 - f. Building management system
 - g. Access control
 - h. CCTV
 - i. LAN and wireless networking
 - j. Fire and smoke detection and fire suppression system
 - k. Process extraction systems

Anwar Sadath
27/11/24



- l. Gas distribution system for both inert and toxic gases (comprehensive gas management system conforming to applicable safety standard)
- m. Compressed dry air, vacuum, DI water etc.
- n. Effluent treatment as required

Details of the cleanroom systems and facilities will be decided and fixed in consultation with pre-qualified bidders prior to issue of the RFP.

3. The proposed cleanroom is to be erected in an area inside the physical science block of the institute which has been set aside for the purpose. The proposed area has a clear floor-to-floor height of 6 metres or more. The room will be handed over with walls and floors fully finished with provision for tapping required utility (power, water, drainage) connections. Minor civil and electrical works including installation of vibration isolation footings as required to start the installation work will be done by IISER TVM.
4. Tentative schematic and usage data matrix are included as Annexures 1 and 2 of this pre-qualification document.

Pre-qualification Criteria

The bidder (vendor/contractor/manufacture or principal of authorised representative – hereinafter referred simply as 'The Bidder') must primarily be a cleanroom vendor should be technically competent and experienced in having undertaken Clean room projects on turn-key basis comprising of Modular clean rooms, ESD Flooring, related HVAC systems, cleanroom accessories, cleanroom validation, Electricals, Cleanroom Lightings, Cleanroom Accessories etc.

The bidder may associate with other Vendors/firms called as Service Providers (Subcontractors) who are experienced in supply of the auxiliary systems like Building management system (BMS), Access Control, CCTV, Local Area network, telephone, Fire & smoke Detection systems, Fire suppression, Process extraction systems, compressed dry air, DI water, Vacuum, ETP and High purity Utilities/Gas distribution network. In such cases the combined experience of the consortium members for similar work shall be taken into consideration for determining their eligibility. However, fulfilment of all the Contractual obligations for successful execution of the project shall be the sole responsibility of the bidder.

To be eligible for pre-qualification, bidders should satisfy the following pre-qualification criteria (PQC).

1. Criteria 1 – Experience and Past Performance:

- a. The bidder should have within the last three years, ending 31st March of the previous financial year (hereinafter called 'The relevant Date'), supplied, erected, tested, commissioned and validated at least one clean room of class ISO 6 (Class 1000) with clean area of 100 square metres or more as

Amun Sadath
27/11/24



per ISO 14644 clean room standards (or better) along with related utilities, cleanroom accessories, HVAC systems, electricals, ESD Flooring and cleanroom lighting, and

- b. The bidder should have designed, engineered, supplied, erected, tested, commissioned and validated at least three (3: hereinafter referred to as 'The Qualifying Quantity') clean rooms of class ISO 6 (Class 1000) or better of any size in the last five years ending on "The relevant Date" out of which:
- c. At least one should be in successful operation for at least two years on the date of bid opening.

2. Criteria 2 - Capability- Equipment & Manufacturing Facilities:

- a. The bidder must have an annual capacity to complete on a turn-key basis at least 'The Qualifying Quantity' (see criteria 1-a) above).

3. Criteria 3 - Financial Standing - under all conditions

- a. Turn-over: The average annual financial turnover of the bidder during the last three years, ending on the relevant date, should be at Rs. 3 crores (or equivalent in foreign currency at exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
- b. Net-worth: The net worth of the Bidder firm
 - i. should not be negative on the relevant date and also
 - ii. should have not eroded by more than 30% (thirty per cent) in the last three years, ending on the relevant date.

Note: In case of Indian Bidders who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

4. Applicability in Special Cases:

- a. Relaxation to Startups: IISER TVM reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT), subject to meeting of quality & technical specifications. Startups may be MSMEs or otherwise. The decision of IISER TVM in this regard shall be final.
- b. Applicability to 'Make in India': Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who, while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:
 - i. Their foreign 'Make-in-India' associates meet all the criteria above without exemption, and

Anwar Sadath
27/11/24



- ii. The Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.
 - iii. The bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory supply and erection on turn-key basis of the required clean room, including all warranty obligations as per the general and special conditions of contract.
- c. Authorised Representatives: Bids of bidders quoting as authorised representatives of a principal manufacturer would also be considered to be qualified, provided:
- i. their principal manufacturer meets all the criteria above without exemption, and
 - ii. the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of the contract;
 - iii. the bidder himself should have been associated, as the authorised representative of the same or other Principal Manufacturer for the same set of services as in the present bid (supply, installation, satisfactory commissioning, after-sales service as the case may be) for the same or similar clean rooms for past three years ending on 'The Relevant Date.'
- d. Joint Ventures: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/ Equipment, and each partner must comply with all the PQC criteria independently.
- e. Holding Companies: Credentials of the Holding company cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/ Equipment, and each subsidiary bidding company must comply with all the PQC criteria independently. However, the Financial Standing credentials of a domestic Holding Company can be clubbed with only one of its fully owned subsidiary bidding companies, with appropriate legal documents proving such ownership.

5. Note for Bidders:

- a. Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre- Qualification Criteria (PQC) are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic



Anwar Sadath
27/11/24

interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by IISER TVM would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

- b. Along with all the necessary documents/ certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining their available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

Documents to be submitted

1. Copy of supply/work order; respective completion certificate and contact details of clients for satisfying PQC 1.a.
2. The bidder/subcontractor for Gas Distribution System should have supplied on turnkey basis a complete gas distribution system for a class 1000 clean room of area 100 square metres or more involving inert gases, bulk gases, toxic and hazardous gases like Silane, Phosphine, DiBorane, Ammonia, Hydrogen, N₂O etc. using co-axial/single core SS 316L EP tubing and copies of relevant supply/work order; respective completion certificate and contact details of clients must also be submitted for satisfying PQC 1.a.
3. Copies of supply/work order; respective completion certificate and contact details of clients for satisfying PQC 1.b and 1.c with user certificate stating continued operation of the facility for the past two years listed under PQC 1.c.
4. Self certification with total clean room area of class-10000 or better supplied/erected by the bidder during the past three financial years for satisfying PQC 2.a.
5. Audited balance sheet and profit & loss account for the past three financial years, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries for PQC 3.a.
6. Latest certificate of solvency.
7. Statement of net-worth of the firm for satisfying PQC 3.b duly certified by chartered accountant.
8. Additional submissions as applicable for PQC 4 as required.
9. Certificate of incorporation of the bidder.
10. Registered address with Phone, Fax, e-mail, website etc. and year of establishment.
11. Status (Partnership/Private Ltd/Limited etc.) with names and addresses of Partners, Board of Directors etc.

Anwar Sadath
27/11/24



12. Details of Technical manpower of the bidder (Company's Profile and Organisation Chart shall be attached including that of relevant sub-contractors).
13. PAN/TIN GST ID etc of the bidder.
14. Any other relevant information.

All submissions should be authenticated by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

Other conditions

1. The pre-qualification bid/EOI should contain all relevant details and supporting documents without which the bid will be rejected.
2. After pre-qualification, eligible bidders would be invited for detailed discussions and presentations for assisting IISER TVM in drawing up detailed specifications for the RFP.
3. The bidder is expected to have possession of or access to clean room compatible tools like, Calibrated Orbital Welding Machines, Helium Leak testing machines, Moisture & O2 tracing machines, non-Sparking tools etc., for installation handling the clean room components & gas distribution system components, tubing etc. in the project
4. Participation in the subsequent tender based on the RFP prepared is limited to the pre-qualified bidders only.
5. IISER TVM reserves the right to accept or reject all or any such expression of Interest without assigning any reason thereof.
6. IISER TVM reserves the right to verify all claims made by the bidder.
7. In case site visits to cleanrooms previously erected by the pre-qualified bidders are required, the bidders will make all efforts in good faith to arrange access to these facilities for IISER representatives.

Date & time of submission of Expression of Interest

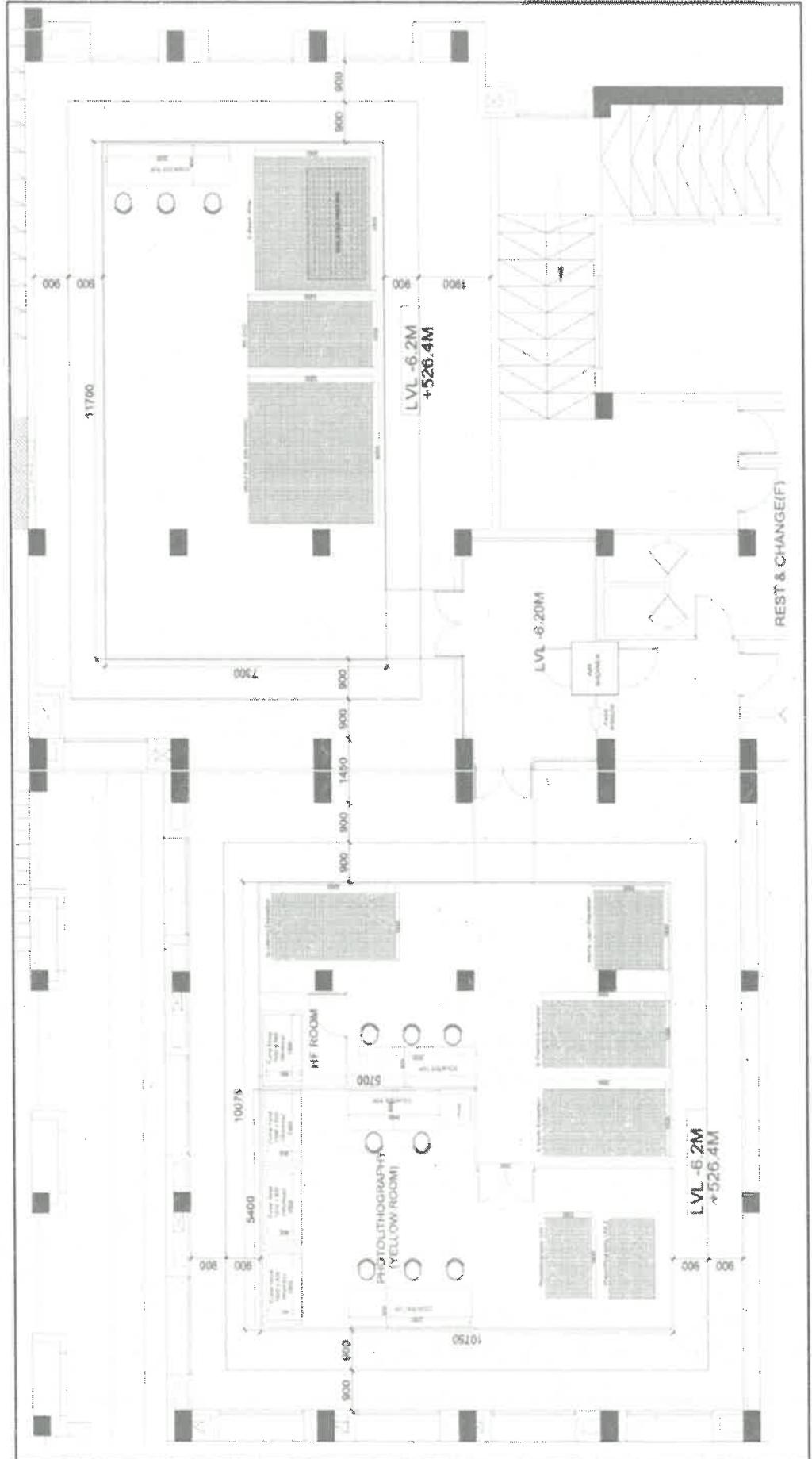
The bidders are requested to submit their Expression of Interest (EOI) along with supporting documents on or before 16 Dec 2024 upto 1000 Hrs through the Central Public Procurement Portal only.

- Prequalification bids received after the due date will not be considered by IISER Tvm.
- Required Certificates should be attached along with the bid.

Anwar Sadath
27/11/24
Assistant Registrar (P&S)



SCHEMATIC



Anwar Sodath
27/11/24



Usage Data Matrix

SI No	Equipment/Tools	Height of false ceiling from FFL in FEET	Height of TRUE ceiling from FFL in FEET	Area in Sqft	Connected Power in KW per Machine	Number of Machines	Total kW for all the machines	Occupancy (max)	Process Extraction in CFM	Temp °C +/- 2°C	RH (%) +/- (%)	Lighting in Lux	Type of Flooring
A. PHOTOLITHO LAB													
1	Micro Writer x 2				3.7	2	7.4						
2	Microscope				1.4	1	1.4						
3	Spin coater x 2	3 m	5.5 m	511	1.4	2	2.8	6		22	45	550 nm (yellow)	ESD
4	Hotplate x 4				1.4	4	5.6						
5	Plasma asher				3.7	1	3.7						
6	Hood x3				7.4	3	22.2		400 cfm				
	SUB TOTAL 1						43.1	6					
B. DIFFUSION LAB													
1	E-beam Evaporation				25	1	25						
2	Thermal Evaporator				12	1	12						
3	Atomic Layer Deposition (ALD)				8.8	1	8.8						
4	Sputtering Deposition	3 m	5.5 m	570	3.1	1	3.1	6		22	50	450-500 lux white	ESD
5	Microscope				1.4	1	1.4						
6	Profilometer				1.0	1	1						
7	Ellipsometer				3.5	1	3.5						
8	Rapid Thermal Annealing				8.5	1	8.5						
	SUB TOTAL 2						63.3	6					
C HF LAB													
1	1 Hood				7.4	1	7.4	2	400 cfm				
2	1 Shower	3 m	5.5 m	50	0	1	0			22	50	450-500 Lux white	ESD
	SUB TOTAL 3						7.4	2					

Amar Sacheti
27/11/25

D	PACKAGING & LITHO	3 m	5.5 m	894	8.8	1	8.8	6	10 cfm	22	50	450-500 lux white	ESD
1	E-Beam Writer				8.8	1	8.8						
2	RIE				8.8	1	8.8						
3	PE-CVD				25	1	25						
4	Wafer Dicing				7.4	2	14.8						
5	Wire bonder				1.3	2	2.6						
6	Counter top tables for further expansion				0	1	0						
	SUB TOTAL 4					0	60	6					
E	AIR LOCK												
1	Air SHOWER						3	6		22	50		ESD
	SUB TOTAL 5			258			3	6		22	50		ESD
F	GOWNING												
1	Garment Cubicles						3	15					
	SUB TOTAL 6			109			3	15					
	Cleanroom Total			2392			180	41				450-500 lux white	
G	Utility Corridor -01						5	3		23	55		Epoxy
	SUB TOTAL -7			1012			5	3					
H	Utility Corridor -02						5	3		23	55		Epoxy
	SUB TOTAL -8			1014			5	3					
	GRAND TOTAL			4418			190	47					

Amar Sodath
27/11/24



INTEGRITY PACT

Between

Indian Institute of Science Education and Research Thiruvananthapuram,
Maruthamala P.O, Vithura, Trivandrum -695551, India 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: _____

Witness 1: _____

(Name & Address)

(Name & Address)



