



RIPANS

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# रीजनल इंस्टिट्यूट ऑफ पैरामेडिकल एन्ड नर्सिंग साइंसेज REGIONAL INSTITUTE OF PARAMEDICAL AND NURSING SCIENCES

(भारत सरकार, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, स्वायत्त संस्थान)  
(An Autonomous Institute under Ministry of Health & Family Welfare, Govt. of India)

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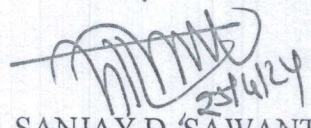
## OFFICE ORDER

Dated Aizawl, the 25<sup>th</sup> April, 2024

No.G.21014/3/2024-Accts-RIPANS/28 : Consequent upon the instruction of the Ministry of H&FW vide No.Z.28015/26/2023-Proc.I(EPW) Dated 19.04.2024, this is for information to all concerned that Integrity pact is to be implemented in the Institute with immediate effect and with the following details:-

1. Integrity pact is to be included in all Requests for Proposal (ROP)/Tender Documents.
2. Threshold limit be kept at Rs. 5.00 Lakh for procurement of items for general administration.
3. Threshold limit be kept at Rs. 50.00 Lakh for procurement of other items.

Integrity pact is attached as Annexure-I. Soft copy may be obtained from Accounts Section.

  
(Dr. SANJAY D. SAWANT)

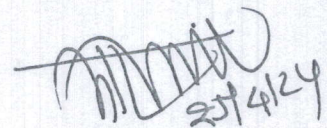
Director

Regional Institute of Paramedical  
& Nursing Sciences

Memo No. G.21014/3/2024-Accts-RIPANS/28(A) Dated Aizawl, the 25<sup>th</sup> April, 2024

Copy to:

1. Administrative Officer for information and to inform subordinate staff involved in tender process.
2. AAO(Admin)/AAO(Accts) for information and compliance.
3. Technical cell for information and compliance.
4. Computer Centre to upload on the Institute's website.
5. Office Order Guard File.

  
Director

Regional Institute of Paramedical  
& Nursing Sciences

## PRE CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_, between Shri \_\_\_\_\_, Director, Regional Institute of Paramedical and Nursing Sciences (RIPANS), Aizawl, Mizoram, an Autonomous Institute under Ministry of Health & Family Welfare, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ (name and address of individual/firm/company) represented by Shri. \_\_\_\_\_, (Details of duly authorized signatory) hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second Part.

WHEREAS the BUYER proposes to procure \_\_\_\_\_ (Name of the Stores/Equipment/Item) and the BIDDER is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Institute under the Ministry of Health and Family Welfare, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring/awarding the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BUYER for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with BUYER.
- 3.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

Autonomous Bodies in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on the subject, BIDDER can be disqualified from the tender process on the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

#### **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BUYER) shall entitle the BUYER to take all or any of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Security (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER, with interest thereon at 2% higher than the prevailing prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

BIDDER to any other Ministry/Department of the Government or a PSU or Autonomous Bodies at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

- 8.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. (Name and addresses of the Monitors to be given)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the BUYER.
- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction, to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

BUYER

Name of the Officer

\_\_\_\_\_

Designation \_\_\_\_\_

RIPANS, Aizawl, Mizoram

\_\_\_\_\_

Witness:

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

(Name and Address)

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

(Name and Address)

BIDDER

Name of the authorized signatory

\_\_\_\_\_

Designation \_\_\_\_\_

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

(Name and address)

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

(Name and address)