भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान मोहाली

शिक्षा मंत्रालय, भारत सरकार द्वारा स्थापित

सैक्टर 81,नॉलेज सिटी,प. ओ. मनोली, एस. ए. एस. नगर, मोहाली, पंजाब 140306

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI

(Established by Ministry of Education, Govt. of India)

Sector-81, Knowledge city, PO-Manauli, SAS Nagar Mohali-140306, Punjab

PAN No. - AAAAI1781K GSTIN – 03AAAAI1781K2ZS

• **Phone : +91-172- 2240121** • **Fax : +91-172-2240124** • **http://www.iisermohali.ac.in** • **Email: tenders@iisermohali.ac.in**

CPPP/Institute Website

IISERM(1711)25/26-Pur-GTE Dated: 08th October 2025

वैश्विक ई-निविदा पूछताछ / GLOBAL E-TENDER ENQUIRY

एच ई 3 क्रायोजेनिक प्रणाली के लिए हीलियम पुनः द्रवीकरण यंत्र की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए दो बोली प्रणाली में निदेशक, आईआईएसईआर मोहाली की ओर से ऑनलाइन निविदाएं आमंत्रित की जाती हैं। तकनीकी विनिर्देश और नीचे दिए गए विवरण के अनुसार और सीपीपीपी पर ओईएम/ओपीएम मूल उपकरण निर्माता/आपूर्तिकर्ता से बीओक्यू सूची अर्थात**https://eprocure.gov.in/eprocure/app** निविदा दस्तावेज ई-प्रोक्योरमेंट पोर्टल कीवेबसाइट **https://eprocure.gov.in/eprocure/app** और संस्थान की वेबसाइट **www.iisermohali.ac.in** से डाउनलोड किए जा सकते हैं।

Online tenders are invited on behalf of the Director, IISER Mohali in TWO BID SYSTEM for the **Supply, Installation, testing and commissioning of Helium Re-Liquefier for He3 cryogenic system** as per technical specification and details given below and BOQ list from the OEM/OPMs original equipment manufacturer/supplier at CPPP i.e. **https://eprocure.gov.in/eprocure/app**. Tender documents may please be downloaded from the E-procurement portal website **https://eprocure.gov.in/eprocure/app** & Institute website **www.iisermohali.ac.in.**

Sd/-
सहायक कुलसचिव (क्रय तथा भंडार)
Assistant Registrar (Stores & Purchase)

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान मोहाली

शिक्षा मंत्रालय, भारत सरकार द्वारा स्थापित

सैक्टर 81,नॉलेज सिटी,प. ओ. मनोली, एस. ए. एस. नगर, मोहाली, पंजाब 140306

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI

(Established by Ministry of Education, Govt. of India)

Sector-81, Knowledge city, PO-Manauli, SAS Nagar Mohali-140306, Punjab

PAN No. - AAAAI1781K GSTIN – 03AAAAI1781K2ZS

• **Phone : +91-172- 2240121** • **Fax : +91-172-2240124** • **http://www.iisermohali.ac.in** • **Email: tenders@iisermohali.ac.in**

CPPP/Institute Website

वैश्विक ई-निविदा पूछताछ / GLOBAL E-TENDER ENQUIRY

Tender Ref.- IISERM(1711)25/26-Pur-GTE	Dated : 08th October 2025

Critical Date Sections

Sr.	Description	Date	Time
1.	Tender Publishing Date and time	08th October 2025	6:00pm
2.	Tender Document download start Date & Time	08th October 2025	6:00pm
3.	Bid Submission start Date &Time	08th October 2025	6:00pm
4.	Bid Submission End date and Time	06th November 2025	Upto 02:30pm
5.	Tender opening Date and Time	07th November 2025	At 3:30pm

1. Online tenders are invited on behalf of the Director, IISER Mohali in **TWO BID SYSTEM** for following item(s) from the original manufacturer/supplier at CPPP i.e. **https://eprocure.gov.in/eprocure/app**. Tender documents may please be downloaded from the E-procurement portal website **https://eprocure.gov.in/eprocure/app** & Institute website **www.iisermohali.ac.in.**

2. Online Tender fee of Rs 590/- (Non-refundable) should be submitted by bidder favoring Registrar, IISER Mohali through NEFT/RTGS as per account details given below. UTR copy to be uploaded along with the technical bid.

3. EARNEST MONEY DEPOSIT (EMD): Tenderer must submit EMD of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** in the format of e-payment / BG **OR Insurance Surety Bonds (ISB) such as, Bid and Performance Bonds issued by the insurance companies in terms of MoF D.O. Letter No. eR-13011/02/2019-Ins.II(Part1) dated 19.12.2024, irrespective of the items quoted i.e. schedule wise EMD amount as mentioned in the document will not be considered.** Without EMD, the tender will be summarily rejected.

A Bank Guarantee of equivalent amount from any Indian Nationalized bank/Scheduled Commercial Banks in a prescribed format **(Format enclosed below in Annexure - I)** favoring Registrar, IISER Mohali. BG should be valid for a period of 6 months. BG is also extendable depending on requirement. Original Scanned copy of Bank Guarantee needs to be uploaded along with tender which will be verified at the time of tender opening. **Original BG copy needs to be send by Post/Courier immediately to Assistant Registrar (S&P), Sector-81, Knowledge city, PO-Manauli, SAS Nagar Mohali-140306, Punjab & it needs to be received within 15 days from the date of tender opening. (OR)**

Online E-Payment shall be made through RTGS as per the details given below. However, online payment details i.e. UTR no and proof of current money transaction details are to be enclosed with our technical bid/tender:

Name: IISER Mohali
Account Number 4790101001912
Canara Bank, IISER Mohali Branch
IFSC : CNRB0004790

a) Payment of Earnest Money by cheque, T.D.R and F.D.R. will not be accepted.

b) Request for adjustment of dues from the Corporation towards EMD will not be entertained.

c) **Refund of EMD :-** The EMD of the bidders whose bids are not qualified/not acceptable will be refunded after finalization of tender in the form of e-payment to those bidders who deposited EMD in the form of e payment, without any interest, upon receipt of a written request by the bidder after deducting bank charges, if any. Those who submitted EMD in the form of BGs, the same will be returned duly to the unsuccessful bidders. For successful bidders, EMD will be returned after submission of Security Deposit / PBG (if applicable).

d) **MSMEs in India registered with appropriate authority as per latest notification shall be exempted from EMD payment provided they are registered for the item being quoted. Micro & MSME/NSIC and Firms registered and the firms registered with concerned Ministries/ Departments, the bidders are exempted from payment of Tender Fee/EMD as per GOI notifications/GFR (2017) and Ministry of Finance OM No. F.9/4/2020-PPD dated 12 November 2020 and No. DPE/7(4)/2017-Fin.(Part-I) dated 19.11.2020, are required to furnish Annexure II.**

e) **BID-SECURITY DECLARATION :** The bidder should submit the Bid-Security Declaration as per the format attached at **Annexure-II. This is APPLICABLE ONLY FOR EMD exempted bidders.**

f) IISER Mohali will not be responsible for any delayed receipt of Original EMD/BG etc. caused by postal authorities/courier services and loss in transit or delay.

ITEM WISE DETAILS

S. No.	Description	Qty. (in units)
1.	**Supplier's scope for system:-** Supply of a portable helium re-liquefier and its associated sub-systems, installation, testing, commissioning, and training at site. The Helium Re-liquefier is to be integrated with existing magnet cryostat. The re-liquefier shall be mounted on top of magnet cryostat, collect the Helium boil off from the dewar recondense and drip back into dewar under gravity. **Details of Technical Specifications and other terms :** **a) Liquefaction/Re-liquefaction Rate:** Liquefaction rate ≥15 litres/day (300K He Gas) and re-liquefaction rate ≥25 litres/day (cold vapour from cryostat). All liquefaction rates to be achieved at **≤0.5 psi.** **b) Cryo-coolers:** Pulse-Tube coolers, capable of continuous operation over long-time scales without manual intervention. All necessary accessories like helium hoses and air/water cooled compressors required for routine operation should be included. **c) Initial cool down time:** <4 hours from initial start up to full liquefaction rate. **d)** The control system for re-liquefier should be fully automated with user changeable parameters like **control pressure.** **e) Vapour Return line:** Kf 16 or appropriate standard fitting **f) Drain Line:** 3/8'' diameter and length of 24" or more **g)** Re-liquefier should be equipped with temperature sensor, pressure monitor and appropriate pressure regulating and safety devices. Working pressure of re-liquefier should be user changeable. **h) Maintenance Schedule:** At full working capacity both Cryocooler and compressor should have maintenance schedule > 30,000 hours. **i)** All the thermometers, pressure gauges and level sensors, etc. used should be calibrated and integrated with the control system which can be monitored on the system and remotely. **j) Electrical Power:** The entire system should operate at 415 V ±5% @ 50 Hz, 3-Phase: 220V, 50 Hz 1ph power supply as per India's electrical power regulation. **k) Mount:** Appropriate portable re-liquefier stands to be provided which should be adjustable as per dewar dimensions. The supplier may visit the site to understand this requirement. **l) Water chiller:** A suitable water chiller as required for the system must be provided. **m) UPS:** A suitable UPS system with minimum15 minutes battery backup must be provided to support the reliquefier as well as the water chiller. **n) Warranty:** A 3-year warranty must be given. If there are additional costs for the warranty, that should be quoted separately as an option. **o) AMC:** Annual Maintenance Contract charges should be quoted separately, as an option.	**01 set**

A) IMPORTANT NOTES:-

I. **The online updated Price BOQ is in INR format. If bidder want to quote other than INR please specify the quoted currency in the Technical Bid/Part and fill the amount in same BOQ. The value will be treated as INR or quoted currency (USD, Euro, JPY, CHF and Pound-Sterling etc.). For details refer clause no. C (Instructions) under sub-clause 7.**

II. **Please bifurcate the price on shipping terms i.e. Ex-works -> FCA/FOB -> CIP/CIF in price BOQ and specify the same in technical bid without price. Value will be assumed as INR or foreign currency, as per details furnished in technical bid.**

III. **If quoted in foreign currency, kindly clearly specify the terms of delivery/country of origin/bank details with swift code/weight/size/dimension of shipment.**

IV. **Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 under sub clause 3, in terms of DOE, MoF No. F.18/37/2020-PPD dated: 8th February, 2021:**

(i) **A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".**

(ii) **However, in case a bidder has proposed to supply finished goods procured directly/indirectly form the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. Kindly submit the declaration in Annexure-III.**

V. **The Online bids should be submitted directly by the original manufacturer/supplier/OEM, the OEM is required to furnish certificate to this effect. If quotation is submitted/filled by any representative/ agent/dealer then they must upload a Authorization Authority certificate from the principal company/OEM.**

VI. **All MSME/NSIC/Startup Units shall be considered as per provisions/rules prescribed by Govt of India.**

VII. **Auto-extension of last date for E-Tenders has been activated by CPP Portal which has participation 2 bids or less.**

B) SUBMISSION OF TENDER

I. All bid/ tender documents are to be uploaded online at Central Public Procurement portal i.e. **https://eprocure.gov.in/eprocure/app** only and in the designated cover/ part on the website against tender ID. Tenders/ bids shall be accepted only through online mode and no manual submission of the same shall be entertained except tender fee and **Annexure II** (Bid Securing Declaration Form). Late tenders will not be accepted.

II. The online bids shall be opened at the office of the Assistant Registrar (S&P), IISER Mohali, on above given date and time. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be attended on the next working day at same time and place. IISER Mohali will not be responsible for any error like missing of schedule data while downloading by the Bidder.

III. **The bidder shall upload the tender documents/NIT duly filled in and stamped by the authorized signatory on each and every page along with all necessary Annexures as per NIT. Tender not submitted/uploaded in the prescribed form and as per the tender terms and conditions shall be liable for rejection.**

Check List of Documents (signed & stamped) to be provided and uploaded by the bidder:

S. No.	Particulars of Documents	Yes/No	Page No. (As per technical bid)
1.	**Tender Notice Document Copy of NIT** **(duly signed and stamped)**		
2.	**EMD as per Annexure-I OR EMD remittance details (UTR/NEFT/RTGS)** **(issued by nationalized / schedule commercial bank in prescribed format)**		
3.	Undertaking Bid Security Declaration Form–**Annexure-II for MSMEs** **(on letter head duly signed and stamped)**		
4.	**Land border sharing declaration in Annexure-III**		
5.	**Technical Compliance Sheet** **(on letter head duly signed and stamped)**		
6.	**Authorization/MAF Certificate** from OEM (principle)/ Manufacturer certificate, if applicable **(signed copy)**		
7.	**Pre Contract Integrity Pact: In Annexure-IV** **(duly signed in letter head with witnesses)**		
8.	**Tender Fee**, if applicable or Exemption Certificate (NSIC/MSME Certificate) **(duly signed and stamped)**		
9.	**Attached copy of PAN Card**		
10.	**Attached copy of GST**		

**** If checklist is not provided by the bidder along with ABOVE DOCUMENTS the bid shall be summarily rejected.***

IV. The bidder shall upload scanned copy of the PAN Card, GST number duly signed and stamped. **Also bidders applying against "MSME/NSIC Certificate" issued by appropriate Authority, should ensure that the certificate attached is relevant to the area of service/supply. For example, If the tender is for "supply & installation of Desktop"** ***the certificate should be issued for activity/area of "Computer supply and services activities etc" otherwise bid will be REJECTED without notice.***

V. E-procurement system ensures locking on the scheduled date and time. The system will not accept any bid after the scheduled date and time of submission of bid.

C) INSTRUCTIONS

1. The Online bids should be submitted directly by the original manufacturer/supplier, If quotation is submitted/filled by any representative/agent/dealer then they must upload a authority certificate from the principal company for quoting the price otherwise such quotation will be rejected.

2. **The firms should be registered with GST Authorities. A valid PAN /GST Number of the tenderer has to be provided/enclosed/upload with a copy of proof with self attested. PAN and GST Number are required for both as below:**
   i) Principle Company and
   ii) Authorized dealer/distributor/channel partner.

3. The quantity mentioned in this inquiry is and shall be deemed to be only approximate and will not in any manner be binding on the Institute. Before the deadline for submission of the online bid, IISER Mohali reserves the right to modify the tender document terms and conditions. Such amendment/modification will be notified on website against said tender ID. If the rates quoted by the bidders and L-1 is more than one, the contract will be shared between the two or more bidders.

4. The rates offered should be FOR Chandigarh/Mohali in case of firms situated outside Chandigarh/Mohali, and free delivery at the Institute premises in case of local firms. Conditional tenders will be summarily rejected.

5. In case of Ex-godown terms the amount of packaging forwarding freight etc. should clearly be indicated by percentage or lump sum amount in the BOQ. Institute has policy not to make any advance payments towards any purchase. However, Letter of credit (FLC) can be opened upto maximum of 90% for the shipment value, in case of Global Tender Enquiry (GTE's) and balance 10% through wire transfer subject to fulfilling the conditions of purchase order (on INCO-TERMS CIP/CIF etc.).

6. In case of Ex-godown terms the amount of packaging forwarding freight etc. should clearly be indicated by percentage or lump sum amount. Institute has policy not to make any advance payments towards any purchase, Letter of credit can be opened if required.

7. The items, so supplied will have to be of high quality and grade and in the inspection/test if these are found to be of inferior quality, the same are to be replaced by supplier at their cost within the stipulated period, failing which the EMD of the firm will be forfeit. Delayed supply/non-compliance of complete order may also lead to cancellation of order, if technically found suitable and L-1.

8. **Custom Duty, applicable as per GOI Norms**.

9. **GST, applicable as per GOI Norms**.

10. **Bidder/s quoting in currency other than Indian Rupee (INR) should explicitly mention the currency (USD, Euro, JPY, CHF and Pound-Sterling etc.) in which tender is quoted, if applicable, also to mention the same in the Technical Bid to be submitted along with the tender documents.**

11. The delivery period should be specifically stated. Earlier delivery will be preferred.

12. The firms are requested to provide/**upload detailed description and specifications together with the detailed drawings, printed leaflets & literature of the article quoted** and also should enclose **Technical Compliance Sheet.** The name of the manufactures and country of manufacture should also invariably be stated. In the absence of these particulars and documents, the quotation is liable for rejection. Tenders not accompanied by detailed information as required, are liable to be rejected.

13. If any information furnished by the bidder is, at any stage found to be incorrect, false or fabricated, the Institute/purchaser shall have the absolute right to forfeit the security deposits, in addition to cancellation of contract, forfeiting the warranty/performance Guarantees and other action in accordance with law, such as black-listing, risk & cost etc.

14. Validity of offer: 180 days.

15. **Performance Bank Guarantee:** The bidder is required to furnished PBG, if applicable for the warranty period after satisfactory installation should be mentioned and firm should replace all manufacturing defect parts/ whole item under warranty without any extra cost including clearance, freight, taxes. Security deposit/Performance Bank Guarantee , @5% to 10% of the value of supply order, in terms of Ministry of Finance, DoE, GOI, OM. No. F.9/42020-PPD dated 12-11-2020, extension of vide circular no. F.9/4/2020-PPD dated: 30th December 2021 and No. F.1/2/2023-PPD Dated: 03.04.2023 OR Insurance Surety Bonds (ISB) such as, Bid and Performance Bonds issued by the insurance companies in terms of MoF D.O. Letter No. eR-13011/02/2019-Ins.II(Part1) dated 19.12.2024, as per norms may be sought from the firms.

16. The right to reject all or any of the quotation and to split up the requirements for itemized L-1 or relax any or all the above conditions without assigning any reason is reserved by the IISER Mohali. For any corrigendum and addendum please be checked the website https://eprocure.gov.in/eprocure/app and http:/www.iisermohali.ac.in

17. The quoted price for AMC/CMC after one year warranty shall remain freeze for atleast five years from the date of installation. Institute may avail and place order of AMC/CMC for further five years services after expiry of the regular warranty period of one year + validity of 180 days, as per requirement.

18. **PRE BID INTEGRITY PACT:** Buyer organization specific Integrity Pact shall have to be complied by all Bidders, if the cost of the equipment/machinery exceeds value of One Crore (as per format) in **Annexure-IV.** Bidders shall have to upload scanned copy of the signed Integrity Pact.

19. For any queries kindly email : tenders@iisermohali.ac.in.

20. Disputes, if any, shall be subject to jurisdiction in the court of Mohali only.

-Sd/-
सहायक कुलसचिव (क्रय तथा भंडार)
Assistant Registrar (Stores & Purchase)

ANNEXURE-I

PROFORMA FOR BANK GUARANTEE TOWARDS EMD
(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

Ref. Bank Guarantee No.
Date:

To
The Registrar
Indian Institute of Science Education and Research Mohali
Sector – 81, Knowledge City,
PO – Manauli, SAS Nagar,
Mohali – 140 306, Punjab.

Dear Sir,

WHEREAS M/s. _____ having its registered office at _____ (hereinafter called "the supplier") has undertaken in pursuance of Contract No. _____ Dated _____ against Supply of _____ (hereinafter called "the order")

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the order.

AND WHEREAS We, _____ Bank a body Corporate constituted under _____ having its Head Office at _____, having amongst others a branch office at _____ (hereinafter referred to as the "The Bank" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) have agreed to give the Supplier a Guarantee at the request of the supplier.

THEREFORE WE _____ Bank hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of Rs. _____ [Rupees _____ Only] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of _____ [Rupees _____Only] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____.

Notwithstanding anything contained hereinabove.

i) Our liability under this Bank Guarantee shall not exceed Rs. _____ [Rupees _____only]
ii) This Bank Guarantee shall be valid upto _____.
iii) We are liable to pay the guaranteed amount or any part hereby under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

Dated the _____ day of _____ 2024.

ANNEXURE-II

Bid Securing Declaration Form

Date:_____ E-Tender No. _____ E-Tender ID_____

To (insert complete name and address of the purchaser)
I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PS: *Furnish the above in original stationary/letter head with signed and sealed.*

ANNEXURE-III

(To be submitted on the letterhead of the company/firm)

CERTIFICATE BY THE BIDDER (FOR TENDERS)

I have read the clause regarding restrictions on procurement from bidder of as country which shares a land border with India. I certify that this bidder is not form such a company or if from such a country, has been registered with the Competent Authority (copy of Registration Certificate enclosed). I hereby certify that the bidder fulfills all requirements in this regard and is eligible to be considered. This is in terms of Restriction under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 under sub clause 3, in terms of DOE, MoF No. F.18/37/2020-PPD dated: 8th February, 2021.

Date: Name of the company/firm/organization

Place: Signature with Date and stamp of the bidder

ANNEXURE-IV

PRE BID INTEGRITY PACT

General

This pre-bid Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2025, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry of Education /Department, Government of India (hereinafter called the "BUYER", which expression shall mean an d include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____. Chief Executive Officer (hereinafter called the "BIDDER/Seller" 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/Seller 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 a Ministry of Education/Department of the Government of India ~~/PSU~~ performing its functions on behalf of the President 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

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the bid/contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the bid/contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation 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 the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4* BIDDERs 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 further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 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.

3.7 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.

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

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

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

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

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

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

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. <u>Sanctions for Violations</u>

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 BIDDER) shall entitle the BUYER to take all or any one 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 Bond (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 therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums 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 utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

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

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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

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

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry of Education/Department of the Government of India ~~or PSU~~ and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry of Education/Department of the Government of India ~~or a PSU~~ at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in 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 Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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(s) 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 same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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/Secretary in the Department/ 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.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer.
Designation
IISER, MOHALI
Deptt./MINISTRY of Education
Govt. of India

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____

2. _____

Witness
1. _____

2. _____

**Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.*