# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान मोहाली

(शिक्षा मंत्रालय का एक स्वायत संस्थान, भारत सरकार के अधीन)

सैक्टर–81, नॉलेजसिटी,पो.ओ.मनौली,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

**Tender Ref. No.:** IISERM/EE/26-27/AMC-01 **Date: 07.04.2026**

## ई - निविदा आमंत्रण सूचना / E-TENDER NOTICE

1. **General:**
   The Executive Engineer on behalf of the Director, IISER Mohali, invites online bids two bid system i.e. technical bid and financial bid through E- Central Public Procurement Portal i.e. https://eprocure.gov.in/eprocure/app from eligible contractor for the work mentioned below.

| Name of the Work | Estimated Cost | Completion Period |
|---|---|---|
| **Annual Maintenance of 5 Nos substations (HT/LT) entailing Transformers/Panels/Circuit breaker, relays etc of Substations at IISER Mohali.** | **Rs. 18,33,966/- (Inclusive GST)** | **One year (01 Year), which shall be extended for a further period of 1+1 year** |

**2. Critical Data sheet:**

| | |
|---|---|
| Approximately Cost | **Rs. 18,33,966/- (Inclusive GST)** |
| Tender Type (Open / Limited / EOI / Auction / Single) | Open |
| Tender Category (Services/Goods/Works) | Works |
| Type/Form of Contract (Work/ Supply/ Auction/ Service/ Buy/ AMC/ CAMC/ Empanelment/ Sell) | AMC Contract |
| Product Category (Civil Works/Electrical Works / Fleet Management/ Computer Systems) | Electrical Works |
| Tender document publish date | 07.04.2026 (18:55 Hrs.) |
| Tender Document available for sale on website | 08.04.2026 (09:00 Hrs.) on E-tendering website https://eprocure.gov.in/eprocure/app. Tender document can only be obtained after registration of tenderer on the website https://eprocure.gov.in/eprocure/app. |
| Bid Submission Start Date (online) | 08.04.2026 (09:00 Hrs) |
| Bid Submission End Date (online) | 29.04.2026 (15:00 Hrs) |
| Date & time of opening of Tender (Technical Bid) (online) | 30.04.2026 (15:30 Hrs) |
| Date & Time of opening of Financial Bid (online) | **Will be informed later on after the evaluation of Technical Bids (Only to the bidders who successfully qualify the Technical Evaluation)** |
| Tender Fee (Non-refundable) | **Rs. 1,180/-** (including GST @18%) Nonrefundable. |
| EMD | **Rs. 37,000/-** (Rupees Thirty Seven Thousand Only). |
| Pre bid Meeting | NA |
| Mode of Submission of EMD and Tender Fee | By RTGS, NEFT in below mentioned account no.:<br>1. **Name of Bank**- Canara Bank<br>2. **Branch**- IISER Mohali<br>3. **Account No**.- **4790101001912**<br>4. **Account Name**- Registrar, IISER Mohali<br>5. **IFSC Code - CNRB0004790**<br>The bidders shall be required to upload the scanned copies of transaction of payment of Tender Fee/ EMD including e-receipt (clearly indicating UTR No. & Tender Reference i.e. NIT No. must be entered in the remark at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission on e-tendering website. |

| | |
|---|---|
| | **OR**<br>**a) Tender Fee:** In shape of Demand Draft in favour of **Registrar, IISER Mohali** payable at SAS Nagar (Mohali).<br>**b) EMD:** In the form of Bankers Cheque / Demand Draft / FDR in the name of **Registrar, IISER Mohali** payable at SAS Nagar (Mohali).<br>Scanned copy of Tender Fee & EMD including e-receipt to be uploaded in Cover-1 and Tender fee/EMD in original in sealed envelope should reach on or before the last date and time of bid submission to the ***Dispatch Section, Administrative Building, IISER Mohali addressed to*** **"Executive Engineer, Institute Works Department (IWD), Sector-81, Knowledge city, PO-Manauli, SAS Nagar Mohali-140306, Punjab".**<br>***Instructions for* submission *of Tender Fee & EMD (in case of Bankers Cheque / Demand Draft / FDR)***<br>1. NIT number & Name of the Work should be clearly super scribed on the top of the envelope with firm's/ bidder's name & address. Bids may be rejected if NIT number & Name of the Work is not mentioned on the Envelope.<br>2. Bids shall be considered as UNRESPONSIVE and shall be summarily rejected in the case of non-submission of original EMD and Tender fee as per stipulated date & time OR if any discrepancy is found at any stage. |
| Performance Guarantee (5%) | 5% of awarded value shall be submitted in the form of FDR/ Bank Guarantee/ Bankers Cheque/ DD in the name of Registrar, IISER Mohali after issue of Letter of Intent (LOI). |
| Security Deposit (5%) | 5% of awarded value shall be deducted from Running / Final Bill. |
| No. of Covers | 02 (Cover-1 for Technical Bid + Cover-2 for Financial Bid) |
| Bid Validity Days | 90 days (from last date of opening of Technical Bid) |
| **Price Bid** | To be uploaded only on CPP Portal https://eprocure.gov.in/eprocure/app in excel sheet/BOQ |
| Address for submission of documents or other communication. | **Executive Engineer, Institute Works Department (IWD), Sector-81, Knowledge city, PO-Manauli, SAS Nagar Mohali-140306, Punjab** |
| Email Address | iwd@iisermohali.ac.in |

a. Tender document may be downloaded from the website of E-Central Public Procurement portal (https://eprocure.gov.in/eprocure/app) and www.iisermohali.ac.in . Tender should be submitted online along with valid documents of eligibility criteria within the date mentioned above.

b. The Director, IISER Mohali shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this contract.

c. For any information, other modifications and/or corrigendum may kindly visit IISER Mohali website http://www.iisermohali.ac.in and also publish on https://eprocure.gov.in/eprocure/app.

3. **<u>Important Documents uploads in .pdf format only:</u>-**

a) Documents regarding legal status of the firm and written power of attorney of the signatory.

b) Scanned copy of NEFT/ RTGS/ BG/ FDR (Transaction of payment of Tender Fee/ EMD including e-receipt clearly indicating UTR No.)

c) Scanned copy of valid PAN and GST number.

d) Scanned copy of valid ESI & EPF registration certificate

e) Scanned copy of Average Annual Turnover should be at least 30% of the estimated cost during the last 3 (Three) consecutive Financial Years (2022-23, 2023-24, 2024-25) – Balance Sheet duly audited by Charted Accountant. (Scanned copy of Turn Over Certificate from CA preferably with UDIN Number to be uploaded). The year in which no turnover is shown would also be considered for working out the average.

f) Scanned copy of authorized service value provider/ Approved Service Distributor/ Authorized Service Provider of OEMs like ABB/ Siemens/ CG/ Kirloskar/ L&T/ Schneider.

g) Scanned copy of Work Completion Certificate/ CRAC with Similar work experience certificate to be uploaded as proof of Eligibility Criteria (Form 26AS also to be uploaded for Private Sector work experience). Completion certificate issued by Competent Authority will only be considered. Competent Authority means Officer of not below the Rank of Executive Engineer/ Equivalent would be acceptable.
The eligibility criteria for undertaking the work will be as follows:
The agency must have similar works means " **AMC/Maintenance/Servicing of HT-LT Sub Stations**" during last seven years ending 31st March as:

(i). Three similar supply each of value not less than 40%
OR
(ii). Two similar supply each of value not less than 60%
OR
(iii). One similar supply having value not less than 80%

h) Scanned copy of Notarized Tender Acceptance Letter **(Annexure-A)** and Notarized integrity pact **(Annexure-B)**.

i) Scanned copy of valid solvency certificate (not issued before one year). Which is should not be less than 40% of estimated tender value

Or

Net worth certificate of minimum 10% of estimated cost of the work put to tender certified by his bankers issued by certified Chartered Accounted.

j) Scanned copy of valid relevant Electrical Contractor License.

**The Cover II** (Financial Bid) shall consist of following:

* Schedule of price bid of in the form of BoQ_XXXXX.xls (Will be formulated according to the type of work)

-sd/-
Executive Engineer
IISER Mohali

**SCOPE OF WORK :**
**UNDER CONTRACTOR :**

**(A) Transformer :-**

1. Minor testing and operation checking of HT and LT circuit breakers which ever required has to be carried out every month.
2. Transformer should be cleaned and checked for oil leakage, oil level, loose connection, dirt, flash-over etc. or any other abnormality as necessary and such abnormalities to be rectified.
3. All transformer protections, relays, earthings etc. to be checked.
4. Minimum three visits per quarter are compulsory.
5. Transformer oil filtration, dehydration is under the scope of AMC.

**(B) Circuit Breakers :-**

Following inspection has to be carried out in HT/LT circuit breaker, only malfunctioning LT circuit breakers to be checked, check items as follows:

1. Visual inspection of component ACB to assess condition.
2. Cleaning of ACB with cleaner.
3. Removal of old grease and re-greasing the same with special grease.
4. Check the condition of arcing contact and gap b/w fixed and moving contacts.
5. Checking tripping of ACB through Protection release.
6. Checking presence and proper tightening of hardware
7. Checking presence of all Clips.
8. Checking condition of ACB wiring.
9. Checking proper closing of all poles by taking impression etc.
10. Checking condition of Arc Chutes.
11. Checking ACB opening through Y/U coil.
12. Checking ACB opening through Y/O coil.
13. Checking ACB opening through Y/C coil.
14. Setting of release as per the load.
15. Checking main operating mechanism and replacing it in case of any failure (spares to be provided by IISER).
16. Removing the breaker cradle or fixed breaker from the panel i.e. dismantling the ACB from bus-bars / fixed breakers will be in your scope.
17. Minor cleaning and servicing of ACBs at site. Repair and overhauling is payable separately.
18. Providing test reports of the breakers from OEM approved testing kits for LT breakers.

**(C) Panels :-**

1. Health check-up of electrical panel, wiring and control panel, inspect for any black marks and loose connections of contacts.
2. Inspect the proper setting of all meters, CT's and PT's based on customer requirement in electrical panel.
3. Check the fastening of all switch gears in electrical panel.
4. Checking and re-tighten any loose bolts and nuts in proper sequence in case of bus-bar & cable inside the panel only in electrical panel
5. Checking of the breaker tripping mechanism / function manually in electrical panel.
6. Check the earth links (earthings) to the panels for loose connection in electrical panel.
7. All breakers to be serviced regularly, their operation to be checked and the contacts to be free from carbon deposits / dust etc. in electrical panel.
8. Check for adequacy of ventilation and clean the intake and exhaust filters / louvers as required in electrical panel.

9. Check for proper operation of power factor correction equipment if installed in electrical panel.
10. Checking of IR/ER of all earthing's and appropriate equipment.
11. PLC inspection and validation whenever required (separately chargeable).
12. All equipment and panels to be cleaned on regularly intervals for dust/pests etc.

**SCOPE OF WORK UNDER IISER**

1. Transformer oil replacement/topping up of oil, silica gel replacement, upgradation, other spare parts etc. is chargeable separately and their cost will be borne by IISER.
2. Replacement of defective components (spares to be provided by IISER) or on payment basis if provided by agency. Cost of spare parts / fault repair / consumables including labour shall be borne by IISER. Parts replacement / upgradation to be borne by IISER including labour charge.
3. Minimum quantity of necessary spares/consumables may be maintained at our end or chargeable separately to IISER.
4. In case any shortage/fault of equipment or need of additional equipments is felt by the firm then the same should be brought to the notice of the engineer in charge and can be installed after obtaining the necessary permission, on chargeable basis.
5. In case, a fault is found in some power cable supplying power to the panel, the same can be repaired by the firm or subletted to some other firm by the contracting firm, on chargeable basis.
6. OEM engineer visit is payable separately upon submission of quotation by the agency and its approval by Competent authority of the Institute.
7. Any equipment or quantity outside the scope of BOQ to be checked/repaired on chargeable basis.

**General Terms & Conditions: -**

1. The contractor must have original equipment testing kit of OEM like ABB, L&T, CG etc. of which equipment are installed in the substation.
2. The contractor must have suitable experience of undertaking similar work in educational Institutions etc of same or larger size than IISER.
3. All sundry materials like PVC insulation tape, HT tape, Paper insulation, adhesive etc will be provided by the agency free of cost.
4. All damaged/worn out parts replaced during AMC should be returned to the Engineer in charge.
5. No equipment should be unmounted from the panel and taken out from the Institute without a proper Gate Pass issued by the Engineer in charge.
6. In case of any damage due to mishandling of the installation, recovery shall be made from the bill/performance guarantee.
7. In case of unsatisfactory performance, the AMC can be terminated anytime without assigning any reason and payment would be released accordingly on pro-rata basis.
8. The contractor must intimate the addresses of his office along with contact numbers of persons to be contacted in case of emergency.
9. The attending technician should be in possession of all tools and equipment's to be used during the maintenance work and the same would be provided by the agency.
10. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
11. Cleaning of the premises, floor etc after work completion will be the responsibility of the agency.
12. All electrical works should comply with Indian Electricity Act 2003 and Indian Electricity Rules 1956.
13. The contractor has to deploy more manpower, if required, for attending breakdown and completing breakdown work in minimum possible time for which no extra payment would be made.
14. Measurement of earth resistance for all earthing points along with checking of earth pits, earthing strips have to be carried out at least every six months.
15. In case any shutdown is required for carrying out the AMC work, then the same should be informed to the Engineer in charge well before hand and a shutdown should be carried out only

after obtaining the necessary approval.

16. Any displacement, relocation of the substation equipment should be avoided by the firm.
17. All necessary drawings, SLDs, Manuals etc will be provided to the firm on demand.
18. Minor painting work will be free of cost and under the scope of AMC, however major painting work will be on chargeable basis.
19. The firm should finish the work in stipulated time. Any extra labour incurred in meeting the work deadlines shall not be chargeable and will be the firm's liability.
20. Payment : AMC charges will be payable quarterly after satisfactory completion of work at the end of each quarter after certification by Engineer in Charge and with deduction of 5% amount as security deposit from each running bill which will be released after successful completion of AMC period and payment of final bill.
21. The annual maintenance contract rates will be same for one year which can be extended for a further period of two years (1+1) based on satisfactory performance and mutual agreement.
22. The contractor shall comply with all statutory requirements in respect of said work.
23. All material to be used in the work will have to be approved by the Engineer-in-Charge or his authorized representative.
24. All urgent calls and complaints should be attended within 4 hours in normal circumstances during daytime.
25. The company's attending technicians should be well trained to handle all HT/LT works. The Institute will not be responsible for any physical or personal damage to the company's technician while carrying out the AMC work.
26. All the company's attending technicians should take all necessary precautions while carrying out the AMC work. All protective gear and equipment should be used and should be in good condition. No compromise on safety should be allowed.
27. Carrying out liasoning with OEMs of individual equipment's will be the sole responsibility of the agency. However, in case of any delay in repair etc. by the OEM, the agency should keep the Engineer in charge well informed from time to time. Any OEM engineer visit charges are chargeable separately to IISER but only after prior approval.
28. The Contractor must ensure that all safety norms are followed while executing all HT/LT electrical works in substations. Only trained and qualified personnel should be allowed to carry out such works. In case of any accident or mishap leading to injury or death, IISER will have no liability whatsoever for any type of compensation to any party and it will be whole sole responsibility of the contractor.
29. One highly skilled trained substation technician with minimum ITI (Electrical qualification), good knowledge of HT/LT substations and network, minimum 8 years' experience and age below 55 years is to be deputed 9am to 5 pm , 6 days a week for proper watch and upkeep of all 5 LT substations. His duty would be to oversee substation operation, carry out any fault rectification, attending to any emergency/faults/outage, supervision and/or execution of AMC related works, etc. The same is under the scope of AMC.
30. In case of non-satisfactory performance, AMC will be terminated; security amount deposited will be forfeited.
31. The agency is expected to undertake additional maintenance works in addition to the minimum stipulated works which are necessary for proper upkeep and operation of the substations under the scope of AMC itself. The scope of AMC stipulated above is just a rough guide. The firm should work as per instructions of engg. in charge.
32. The agency would be responsible for the safety of the technicians deployed by it and should ensure that all safety practices are followed as per the stipulated guidelines. Under any circumstances, IISER Mohali will not be responsible for any accident or mishap at its premises causing bodily injury or loss of life of the deputed technicians by agency. Hence, the agency should ensure that only trained and competent personnel are deployed by it.
33. If breakers testing with kit, earthing check by the agency is not carried out during the course of AMC then payment of one quarter will not be made to the agency.
34. Items and works that are separately chargeable as per the list enclosed would be executed on need basis.
35. Unlimited breakdown visits are under the scope of AMC and the agency should visit the premises within 4 hours of receipt on any breakdown (during working hours) call to attend. During odd

hours like late night, the agency should visit not later than start of next day.

36. All attending personnel are employees of the contractor/agency and therefore all personnel related issues like ESI/PF/wages etc are liabilities and responsibility of the contractor/agency.
37. In case of a worker deployed by the agency suffers from sharp injury or any other injury requiring immediate treatment, the Service Provider shall ensure that worker receives the required treatment without any additional financial burden on the institute and the worker deployed. All liabilities arising out of any accident or death of staff while on duty shall be totally borne by the Service Provider and shall indemnify IISER Mohali for the same.

**PAYMENT**

1. Payment on quarterly basis after end of each quarter on pro-rata basis.
2. 5% security amount would be deducted from each quarterly bill, which will be refunded at the end of each year of AMC.
3. The rates shall remain the same for the initial and further extendable period of two years (1+1), if mutually agreed upon.
4. Advance payment only upon submission of Bank Guarantee amounting to 110% of billed amount including GST favoring Registrar, IISER Mohali.

**PENALTY:**

The agency will have to attend any breakdown call within four hours of intimation during working hours and by the beginning of the next day if intimated after office working hours, otherwise penalty @ Rs. 1000/- per day of down time will be levied. The same applies in case of a major fault or overhauling, if it is not rectified within the promised time frame and the substation is not made working within this period. The agency will have to ensure that all necessary spare or replacement parts arrive on time to the site to make the DG working in time. Maximum penalty is limited to 10% of the contract value.

**LIQUIDATED DAMAGES:**

Being an Educational Institute, time is essence of the order. The date of completion of work should be strictly adhered to; otherwise, this Institute reserves the right not to accept the completion of work in part of full. The Liquidated damages @ 0.5% per week subject to a maximum of 5% value of the order can be imposed for delay in completion of work, supply, installation and commissioning, as may be applicable.

**FORCE MAJEURE**

Contractor shall be liable to perform of its obligations under or arising out of this contract. if such failure does not result from any force major, act of God, fire, industrial disputes, labour trouble, transportation embargo, existence of any state of Emergency, war, war like conditions, civil commotion, riot, inability to obtain any material, imposition of sanction and / or any measures taken by the Govt. what so ever which rendered it impossible or impracticable for the contractor to perform obligations under this contract.

**Annexure-A**

**Notarized Undertaking**
**(On Non-Judicial stamp paper of Rs. 100/-)**

**TENDER ACEPTANCE LETTER**
(To be given on Company Letter Head)

Date:

To,

Executive Engineer,

IISER Mohali

Sub: Acceptance of Terms and Conditions of Tender.

Tender Reference No.: IISERM/EE/26-27/AMC-01

**Name of Tender/Work: - Annual Maintenance of 5 Nos substations (HT/LT) entailing Transformers/Panels/Circuit breaker, relays etc of Substations at IISER Mohali**.

Dear Sir

1. I/We have downloaded/obtain the tender documents(s) from the above mentioned Tender/Work from the website(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We had read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which from part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting the acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in its totality/entirety.

5. In case any provision of this tender are found violated, then your department/organization shall without prejudge to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official seal)

**Annexure-B**

**Notarized Undertaking**
**(On Non-Judicial stamp paper of Rs. 100/-)**

| | | |
|---|---|---|
| | **INTEGRITY PACT** | |

To,

……..,

……..,

……..

Sub: NIT No……. for the work …….....

……

……

……

Dear Sir,

It is here by declared that IISER Mohali is committed to follow the principle of transparency, equity and competitiveness in public procurement.

**The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.**

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Institute.

Yours faithfully

Executive Engineer

To,

Executive Engineer

IISER, Mohali (Pb.).

Sub: Submission of Tender for the work of ……

……

……

……

Dear Sir,

I/We acknowledge that IISER Mohali is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IISER Mohali. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

**I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IISER Mohali shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.**

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Institute.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of .....20 **BETWEEN** Director IISER Mohali represented through Executive Engineer, IISER Mohali (Hereinafter referred as the (Address of Division) „**Principal/Owner**", which expression shall unlessrepugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **Preamble** WHEREAS the Principal / Owner has floated the Tender (NIT No. ) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for ..... (Name of work) hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

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

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

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

4) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

5) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

6) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Institute all suspected acts of fraud.

7) or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

8) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent

corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

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

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

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

12) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

13) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

14) The Bidder(s)/Contractor(s) will not instigate third persons to omit offences outlined above or be an accessory to such offences.

15) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.

16) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

## Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner‟s absolute right:

17) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

18) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or

terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(17), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

19) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

20) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

21) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

22) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/ Subcontractors**

23) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

24) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

25) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6- Duration of the Pact**

26) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IISER Mohali.

**Article 7- Other Provisions**

27) This Pact is subject to Indian Law, place of performance and jurisdiction is the Mohali.

28) Changes and supplements need to be made in writing. Side agreements have not been made.

29) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

30) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

31) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

32) All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

33) IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. .....
(signature, name and address)

2. .....
(signature, name and address) Place:

Dated :