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-2(03) **Date: 12/06/2026**

लघु सूचना निविदा / SHORT 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
AMC of DG sets of Cummins and Kirloskar Make at IISER Mohali	**Rs. 6,87,449/- (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. 6,87,449/- (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	12/06/2026 (18:00 Hrs.)
Tender Document available for sale on website	12/06/2026 (18:30 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)	12/06/2026 (18:30 Hrs)
Bid Submission End Date (online)	29/06/2026 (15:00 Hrs)
Date & time of opening of Tender (Technical Bid) (online)	30/06/2026 (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. 14,000/-** (Rupees Fourteen Thousand Only).
Pre bid Meeting	NA
Mode of Submission of EMD and Tender Fee	By RTGS, NEFT in below mentioned account no.: 1. **Name of Bank-** Canara Bank 2. **Branch-** IISER Mohali 3. **Account No**.- **4790101001912** 4. **Account Name-** Registrar, IISER Mohali 5. **IFSC Code - CNRB0004790** 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 **a) Tender Fee:** In shape of Demand Draft in favour of **Registrar, IISER Mohali** payable at SAS Nagar (Mohali). **b) EMD:** In the form of Bankers Cheque / Demand Draft / FDR in the name of **Registrar, IISER Mohali** payable at SAS Nagar (Mohali). 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".** ***Instructions for* submission *of Tender Fee & EMD (in case of Bankers Cheque / Demand Draft / FDR)*** 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. 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, if applicable.

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 OEM/Original Service Provider/Authorized dealers of OEM **M/s Cummins/ Sterling/ Kirloskar/ Mahindra/ Tata/Perkins/ CAT.**

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/ Repairing / Replacement of spare parts/ Maintenance of DG sets**" 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 Tender Acceptance Letter **(Annexure-A)** and 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.

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)

Executive Engineer
IISER Mohali

TERMS AND CONDITIONS FOR AMC OF DG SETS

FOR THE CONTRACTOR:

SPECIFIC TECHNICAL REQUIREMENTS FOR Cummins and Kirloskar DG SETS:

1. Service engineer shall carry out all required checks on the engine, as per the check list of OEM and would correct / recommend / suggest improvement in operation and performance.
2. To carry out / advise necessary repairs, adjustments of assemblies, sub-assemblies in order to keep the DG set in good working condition and assuring the trouble free performance of DG set.
3. lf the servicing is due and consumables are arranged by customer, engineer shall carry out the servicing. It is therefore advised that contractor should inform the customer either in writing or verbal as soon as engine clocks the required hours or the time limit.

CONTRACTOR RESPONSIBILITY FOR ALL DG SETS:-

1. Service engineers to visit minimum twice in a quarter totalling to eight visits per year. The schedule of visits can be mutually decided. Agency to provide unlimited breakdown services, if required.
2. Service engineer will carry scheduled preventative maintenance checks on Diesel Generating Sets as per the standard check list prescribed by the OEM.
3. Replace minor parts (i.e. Hoses and filters etc), sub-assemblies as and when required from customers stock.
4. Service Engineer during the visit will report on the performance or any other abnormality and inform parts requirement, shall also submit the report on work done and recommendations as well as spare parts offers to concerned authority for procurement.
5. After completing the check the technician has to submit a complete report regarding the DG performance and status on a standard format, duly signed.
6. Attend emergency calls on priority (usually same day) within 4 hours of informing regarding the breakdown. However, if the engineer is required for any particular date and time or event, it would be the responsibility of the customer to intimate the contractor in advance and the agency has to provide the same.
7. Supply parts required for emergency on priority with customer's approval and cost.
8. Train the customer's representative on Operation and Maintenance of DG sets.
9. To intimate customer on engine repairs and overhaul requirement based on engine performance parameters.
10. Service Contract will automatically cease to exist in the event of change of ownership or firm.
11. Location of the above mentioned engines or unsatisfactory performance of the agency.
12. Checking of Battery specific gravity, acid level once in a quarter and top with distilled water if required. (Applicable for lead acid Battery).
13. Checking charging alternator output voltage with respect to specifications.
14. To check the condition of Diodes/ rotating rectifier assembly once every quarter.
15. Checking of all electrical connections for its proper tightness including charging Alternators and battery clamps.
16. Engine Panel / PCC, Alternator will be covered in AMC.
17. Labour for replacement of filters, engine oil, coolant, any other minor parts, consumables, cleaning etc are included in the AMC contract.
18. Correction of engine alternator alignment & replacement of rubber inserts/block if broken.
19. Replacement of all seals/gaskets, except cylinder head gaskets.
20. Removal and fitment of PT pump and injectors for calibration.
21. Fitment of safety control and gauges.
22. Correction of valve and injector setting, if required.
23. Checking and adjustment of all belts & fitment of all hoses.
24. Cleaning of turbocharger diffuser and impeller, checking of endplay and other items.
25. Removal & fitment of water pump.
26. Removal and fitment of turbocharger from engine for repair.
27. Checking of endplay of crankshaft & acc. Drive if required.
28. Checking of turbo boost, exhaust temperature, if required.
29. Removal and fitment of heat exchanger & LTA kit, if reqd.
30. Removal and fitment of vibration damper.
31. Checking/replacement of rubber coupling and coupling bolts.
32. Cleaning of alternator with blower once in every two quarters.
33. Checking/tightening of AVR connections and replace, if required.
34. Checking and tightening of mounting bolts, output connections.
35. Checking/replacement of rubber coupling and coupling bolts.
36. Any other item as per the prescribed checklist of the OEM. The said checklist may or may not include some of the above items.

37. Non authorized agencies of Cummins or Kirloskar have to get AMC done through the Cummins or Kirloskar authorized agencies only.
38. All work to be strictly done as per OEM specifications.
39. 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.

CUSTOMER RESPONSIBILITY FOR ALL DG SETS:-

1. To carry out the daily check which comprises operation of the set after checking oil, coolant levels every day and ensure maintenance of proper logbook. Record of logbook will be made available to service engineer during his visit.
2. To use the trained man-power and the operation of the DG set / engine within the recommended parameters would be the customer responsibility. If customer observes any discrepancies, DG should not be operated and inform to the contractor for resolution
3. To procure the spares as recommended by service engineer from authorized dealer /authorized Cummins and Kirloskar
4. Source and should be original.
5. To provide consumables, spares, fuel, cleaning material like cloth and unskilled labour if required.
6. To follow Cummins and Kirloskar Maintenance & Operation recommendations.
7. Engine should be run in electrical mode.
8. To acknowledge the work done by service engineer during his visit by signing the service report and can also put your remarks in customer column.
9. To keep the DG set and its room neat & clean.
10. To maintain log book which documents DG parameters like engine, alternator, load details and fuel and oil consumption. If any changes in the parameters are recorded, intimate to the contractor immediately.
11. To stock / procure the maintenance consumables recommended.
12. Not to allow any unauthorized person to carryout repair/maintenance of the engines.
13. To ensure quality of engine input like air, fuel, lubricating oil and coolant.
14. To ensure that average load factor on the DG set does not go beyond 70 to 80 on DG set.
15. Procurement of recommended genuine lube oil and other consumables / spares would be the responsibility of the end user, should be procured from OEM authorized source and the contractor would not be responsible for break- down due to bad quality / non genuine spares.
16. Repairing of water pump, turbo charger, acc. Drive, after cooler, self-starter, battery charging alternator, main alternator, calibration of electronic controller, injectors, PT pump, cleaning/descaling of radiator/heat exchanger/coil cooler/Diesel tank and replacement of alternator bearing are separately chargeable to the customer.
17. Synchronization panel, Distribution panel, PLC Panel, breakers etc repair/ maintenance/ troubleshooting are not under scope of the AMC contract.
18. Cost of all types of checks like B,C,D,F check and service consumables, spare etc. are in Customer scope. Labour charges of A,B,C check only are in scope of AMC & labour is payable for D&F check.
19. Major overhauling / *top* overhauling /PT Pump & Injectors calibration / replacement of major parts / rewinding of Alternator or repairs on breakdown of the DG set/DG health checkup are not in scope of AMC. In case of the engine contract, the alignment is charged extra. Alternator bearing greasing is not in the scope. All these works are separately chargeable to the customer.
20. To ensure the safe working environment for the service personnel.
21. To provide first-aid assistance to the representative of contractor in the event of injury.
22. Uploaded Tender Acceptance Letter & Integrity Pact has to be Notarized and furnished in original by the successful L-1 bidder on receipt of LOI.

TERMS AND CONDITIONS:

1. IISER will provide the safe working conditions for the DG sets at any point of time, the same if not found safe to work, risking lives, the contract will get terminated on its own.
2. IISER will procure / use the genuine spare parts, should the same is not followed contract would not be valid and the contractor in what so ever kind, would not be responsible
3. IISER will provide the safe working conditions for the DG sets at any point of time, the same if not found safe to work, risking lives, the contract will get terminated on its own.
4. IISER will procure / use the genuine spare parts, should the same is not followed contract would not be valid and the contractor in what so ever kind, would not be responsible.
5. The firm should send only trained and qualified technicians to carry out the AMC work. IISER will not be responsible for any death/injury or any type of loss to the said manpower during the execution of AMC related jobs.

6. The firm should ensure that the DG set operates in a safe environment and should lay full emphasis on standard safety practices and guidelines of the manufacturer on safety and maintenance.
7. The AMC is for a period of one year and further extendable for two years (1+1) on mutual consent. The quoted rates and terms & conditions shall remain firm during the AMC.
8. 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 DG 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.

EXCLUSION:

Any major repairs (as listed above) which are not covered under the scope of AMC, will be paid extra.In addition to above monthly visits, carried out on each DG, the contractor shall be providing unlimited breakdown visits on demand during the contract period. However the contractor response time should be 30 minutes, and the site attending time should be within 04 hours in normal circumstances.

The cost of service consumables, spare parts, B,C,D,F check etc required from time to time shall be borne by IISER during the contract period. The prices of parts would be charged as per the ruling prices, labour of consumables change is included for A,B,C check.

The labour charges for repairs of components like PT Pump, Injectors, Cylinder Head, Radiator, Turbocharger and any other major component shall be charged extra also does not include top overhauling & major overhauling in the scope of Annual Maintenance Contract.

Major maintenance/check activity will also not be covered under the contract. In case of synchronization panel and PLC panel, the same is not in the scope of contract.

The repair and maintenance of acoustic enclosures, fuel tank and fuel gauges and cooling tower will not be in the purview of the contract. Any deliberate damage, sabotage or damage due to riots, adverse weather conditions etc. which are not in control of any one are out of AMC scope. Repair charges arising out of parts change, labour charges are separately payable.

Loading unloading and shifting charges to be extra.

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

TENDER ACEPTANCE LETTER
(On Non-Judicial stamp paper of Rs. 100/-)

Date:

To,

Executive Engineer,

IISER Mohali

Sub: Acceptance of Terms and Conditions of Tender.

Tender Reference No.: IISERM/EE/26-27/AMC-2(3)

Name of Tender/Work: - AMC of DG sets of Cummins and Kirloskar Make 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

(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.

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 :