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/CAMC-04 **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 for Three years	Completion Period
Comprehensive Annual Maintenance Contract (CAMC) for Johnson Make lifts installed at AB-1, VH and Hostel-3/4 at IISER Mohali	**Rs. 1,09,37,322/- (Inclusive GST)**	**One year (01 Year), which shall be extended for a further period of 1+1 year**

2. Critical Data sheet:

Approximately Cost for Three years	**Rs. 1,09,37,322/- (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)	CAMC 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. 2,19,000/-** (Rupees Two Lacs Nineteen 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.

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 Johnson Lifts.

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 "Installation / Maintenance (CAMC/AMC) / Replacement of spares of Lifts" 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.

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 :

I. Scope of Comprehensive Annual Maintenance Contract (CAMC) :-

(a) Diagnose the fault and rectify the defects detected in reasonable time as mentioned in Point no.9 of Terms & Conditions.
(b) Repair /replace the faulty parts etc of the lift.
(c) Carry on the preventive maintenance (at least once in a month) as per schedule.
(d) Attend all break down calls as and when required.
(e) Upkeep the system, recording, required reading and maintenance of log Book of works carried out.

II. Equipments Covered under the CAMC :-

(a) Renew all wire ropes and chain (where fitted) as often as required to maintain an adequate factor of safety to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevators wiring .
(b) Systematically examine and adjust the following components :- Machine , Worm Gear, Thrust Bearing, Drive Sheave, Drive Sheave Bearing, Break Contact, Lining and components.
Motors, Motor Generator, Motor windings, Rotating elements, Commutator, Brushes, Brush Holders, Bearing Coils, Resistance for operating and motor circuits, Magnet Frames and other Mechanical parts, Controller, Selector, Leveling, Devices, Cams, Relays, Solid states components eg. PCBs, Transducers ,Resistors, Condensers, Power Amplifiers, Transformers, Contacts, Leads, Dash pots, Timing Devices, Steel Selectors tapes and mechanical and electrical driving equipments. Governor, Governor sheaves, shaft assembly bearings, contacts and Governor Jaws. Car and hall mechanical buttons, Car and hall position indicators, hall Lanterns, car direction indicators and all other car landing signal fixtures as installed by the respective lift OEMs. Deflectors or secondary sheave, bearings car and counter weight guide rails and buffers, top and bottom limit switches, Governor tension sheave assembly, Compensating sheave assembly, Car counter weight and counter weight guide shoes including rollers or gibs. Interlock on hoistway door, hoistway door hangers, guides, automatic power operated door operator, car door hanger, car door contacts, safety shoes, load weighing equipments, car frame, car safety mechanism and platform.
(c) Furnish lubricants compliant to OEM's stringent specification.
(d) Examine periodically all safety devices and governors, and make all customary safety tests.
(e) Others components / Parts, if any, not mentioned in the above items as per standard of M/s Johnson.
(f) Lift fans, lights and batteries repair / replacement is also covered in scope of CAMC unless and until excluded as per company policy.

Important Terms and Condition

(1) The CAMC will be initially for one (01) year & is further extendable for a period of 1+1 year on same terms and conditions at the discretion of the Institute and as per mutual consent.
(2) All work has to be done strictly as per norms of OEM.
(3) Lift and passenger safety is sole responsibility of the service provider.

Payment Terms: -

1. Advance payment only upon submission of Bank Guarantee amounting to 110% of billed amount including GST favoring to Registrar, IISER Mohali.
2. Payment will be made quarterly by through Electronic mode directly in the bidders A/C. Taxes, if any, will be deducted from bill / Tax invoice at the prevailing rates.
3. If any one or more than one lift under CAMC is discontinued due to any reason; like lift replacement, decommissioning or any other reason during the currency of contract at any time of

the year then payment would be made on pro rata basis for the time period for which CAMC has been executed. The Institute at its discretion can terminate CAMC in parts (i.e. decrease number of lifts) or whole or reduce the duration of CAMC in part of whole. The admissible payment would be released accordingly. The decision of the Director, IISER Mohali will be final in such matters.

General Terms And Conditions:

1. This is a Comprehensive Annual Maintenance Contract which includes all minor and major parts, consumables etc. Scope of work also includes battery replacement, lift fans repair/ replacement. Only luminaries, batteries may be provided by the Institute depending upon policy of service provider and scope of work.
2. All spares to be used in this work shall be genuine spare parts and the same shall be used from the authorized dealer / manufacturer.
3. The scope of contract includes all major / minor repair / replacements etc. All servicing, maintenance and replacement shall be done with the knowledge of Executive Engineer/ Assistant Engineer (E), IISER Mohali.
4. The Agency shall attend unlimited breakdown calls in between routine service calls immediately on receipt of breakdown calls.
5. Bidder shall inspect the system before quoting. A bidder shall deem to have full knowledge of installation whether he inspects it or not.
6. The contract covers servicing and comprehensive maintenance of Lifts, cables termination and connected accessories of the equipment are also included in the contract.
7. Recoveries will be made if the services and maintenance are not attended properly as per the general terms and conditions attached herewith.
8. The Institute reserves the right to accept or reject any or all the tenders in part or in full or may change the tender conditions at any stage, even during contract period, without assigning any reasons or to distribute the whole work between two or more contractors.
9. No additional amount will be paid to the contractor what has been specified in the terms and conditions of this contract.
10. The contractor shall not sublet full or any portion of the contract to any other agency/ firm for maintenance of Passenger Lifts.
11. The repair work is to be carried out within the premises of the Institute. In the event of major repairs, if any of the machines required to be taken outside Institute premises, the same will be allowed to be taken outside only with the written permission of the Institute like Gate pass. No separate charges on account of labour and transportation would be paid by the Institute for the purpose.
12. Erasing or overwriting in the tender will render the same invalid.
13. Taxes will be deducted at the source as per rules.
14. The Tenderers are requested to go through the instructions, terms and conditions given in the tender document and the general terms and conditions attached herewith. Failure to furnish all required information duly indexed and page numbered will be at the tenderer's risk and may result in the rejection of the tender.
15. Canvassing directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
16. At any time, prior to the date of submission of the tender, the Institute may for any reasons, modify/ amend bid document.
17. The Institute, may at its discretion, extend the deadline for submission of tender.
18. The Institute reserves the right to terminate the contract at any time without assigning any reason by giving one month's notice to the agency.
19. The Institute shall be at liberty to test representative sample(s) of each item provided in the machines at the time of repair/ replacement of parts. The sample for testing shall be provided by the contractor/ supplier.
20. Only OEMs or their authorized service dealers/distributers with valid TIN & PAN nos. are eligible to participate in the tender bid.
21. Conditional tenders are liable to be summarily rejected.

22. The work in full or part shall not be subletted to other agency. If such a violation comes to the notice of the Institute, the Institute shall be free to forfeit the entire amount of earnest money/ performance guarantee deposited by the firm.
23. The Executive Engineer, IISER Mohali may be contacted at his office for any clarification.
24. The contractor shall be responsible for behaviour and conduct of it's workers. Worker with doubtful integrity or having a bad record shall not be engaged by the contractor. In this regard, it is also to be stated that the antecedents of the mechanics/ labourers to be deployed by the firm for execution of AMC work, may be got verified from the local police.
25. The Institute will be at the liberty to ask for source and proof of procurement of materials used to repair/ replacement of the machines.
26. All the substandard material if brought by contractor shall be rejected and shall have to be removed by him at his cost from the site immediately and this office will not be responsible for the safe custody of the same.
27. In case of any dispute the decision of the Director IISER Mohali shall be final and binding upon both the parties.
28. 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.
29. One nos service personnel for all working days in a year in general shift shall be provided for M/s Johnsons for the entire period of CAMC.
30. All other terms and condition as per Johnson category of contract.

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 Lifts 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 Lifts 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

(I). Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within 15 days of its occurrence informs in a written form to the other party.

(II). Force Majeure shall means fires, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lock outs beyond the control of either party.

(III). Jurisdiction:- Any legal jurisdiction shall be Mohali only.

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/CAMC-04

Name of Tender/Work: - Comprehensive Annual Maintenance Contract (CAMC) for Johnson Make lifts installed at AB-1, VH and Hostel-3/4 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.

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 :