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-08 **Date: 29.04.2026**

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
AMC of Building Management System (BMS) in Animal Facility at IISER Mohali	**Rs. 8,07,120/- (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. 8,07,120/- (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	30.04.2026 (18:00 Hrs.)
Tender Document available for sale on website	30.04.2026 (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)	30.04.2026 (18:30 Hrs)
Bid Submission End Date (online)	21.05.2026 (15:00 Hrs)
Date & time of opening of Tender (Technical Bid) (online)	22.05.2026 (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. 16,200/-** (Rupees Sixteen Thousand and Two Hundred 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 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 or AMC/CAMC of BMS System**" 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%

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

h) 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 UNDER AMC

	BMS
A	The contract is being entered into is for rectification & maintenance of the system for 1 years, which includes 6-8 preventive Maintenances (1 No. quarterly) and unlimited number of breakdown calls.
B	Quarterly preventive maintenance visits will be provided to maintain, adjust and test the equipment as required
C	Provision of ladders either statics or mobile, shall be Institute's Scope and same shall be provided free of cost
D	For every visit covered under maintenance, the person deputed by service provider shall make a service report, which will be signed by representative of both the parties and each party will retain one copy of such report.
E	This agreement would be valid for ONE YEAR from the date of commencement which is further extendable for 1+1 year based on satisfactory performance and mutual consent.
F	Any up gradation & Modification of programming will be considered as additional scope of work & will be charged accordingly after approval from the Institute.
G	Any kind of Calibration of Sensors/ transmitter.
H	Any repair / replacement of field equipment will be done within 3 to 4 days after identifying the fault
I	Any repair/ replacement of high-end equipment will be done within 14 days
J	Cables and conduits are not covered under comprehensive AMC. Any cables and conduits found faulty/damaged will be replaced on extra chargeable basis
K	The equipment should be made available for servicing as and when an Engineer calls on his periodical preventive maintenance visit. Any additional visit necessitated would be liable to extra charge
L	Government levies, formalities, permissions, procedures, applications, follow ups, are the sole responsibilities of customer and are not covered under this agreement
M	Only minor parts and consumables are included in scope of AMC, all other parts as appended and not covered in scope will be chargeable extra.

Part-2 Building Management System (BMS) – Make : Schneider

The AMC of BMS shall cover the following scope of work:

1. Under the AMC period the below mentioned services shall be provided :
2. The contract is being entered into is for rectification & maintenance of the system for 1 year, which includes 6-8 preventive Maintenances (1-2 No. quarterly) and unlimited number of breakdown calls.
3. Quarterly preventive maintenance visits will be provided to maintain, adjust and test the equipment as required.
4. Provision of ladders either static or mobile, shall be in IISER's, scope and same shall be provided to us free of cost.
5. For every visit covered under maintenance, the person deputed by service provider shall make a service report, which will be signed by representative of both the parties and each party will retain one copy of such report.
6. This AMC would be valid for ONE YEAR from the date of commencement, further extendable for 1+1 year based on satisfactory performance and mutual consent.
7. Any up gradation & Modification of programming will be considered as additional scope of work & will be charged accordingly after approval from the Institute.
8. Any kind of Calibration of Sensors/ transmitter.
9. Any repair / replacement of field equipment will be done within 3 to 4 days after identifying the fault.
10. Any repair/ replacement of high-end equipment will be done within 14 days.
11. Cables and conduits are not covered under comprehensive AMC. Any cables and conduits found faulty/damaged will be replaced on extra chargeable basis.
12. The equipment should be made available for servicing as and when an Engineer calls on his periodical preventive maintenance visit. Any additional visit necessitated would be liable to extra charge.
13. Government levies, formalities, permissions, procedures, applications, follow ups, are the sole responsibilities of customer and are not covered under this agreement.

Service Levels:

1. Response On Site : As mentioned in the Priority Service Call table
2. Support Type : On Site Comprehensive
3. Corrective Maintenance: Unlimited no. of equipment breakdown
4. Preventive Maintenance: 6-8 Preventive Maintenance annually.

Scope of Work under Preventive Maintenance of Building Management System:

1. Physical checking of all the DDC panels.
2. Cleaning of all dirty devices at mentioned intervals.
3. Check the electrical connections etc.
4. Check the Controller and field devices for its proper functioning.
5. Replacement of Faulty devices & Re-programming.

Support Deliverables

1. The Support provided is comprehensive.
2. **Customer** will have to log a call at service centre.
3. The call will be routed to the nearest Service Provider's Area Office
4. An engineer will be notified to attend the call.
5. The engineer will try to understand the problem on the telephone and try to provide telephonic/on line assistance for first level resolution.
6. If onsite support is required, the Service Provider's Area Office will depute an engineer for technical assistance at site.

Support Timings	From Monday to Saturday (exclude Public Holidays) Timings: 9.30am to 6:00pm
Type of Support	Telephonic assistance at the time of logging the complaint call. In case the problem resolution necessitates an onsite visit, an Engineer will attend the call onsite.
Response Commitment	Engineer/Coordinator will respond within 4 working hrs. for call report before 1100 hrs.
Resolution Commitment	Within 14 working days subject to availability of spares (if required).

General Terms & Conditions:-

1. The agency must have original equipment testing kit.
2. All damaged/worn out parts replaced during AMC should be returned to the Engineer in charge.
3. No equipment should be uncounted and taken out from the Institute without a proper Gate Pass issued by the Engineer In charge.
4. In case of any damage due to mishandling of the installation, recovery shall be made from the bill/performance guarantee.
5. In case of unsatisfactory performance, the AMC can be terminated without assigning any reason.
6. The agency dealer must intimate the addresses of his office along with contact numbers of persons to be contacted in case of emergency.
7. The attending technician should be in possession of all tools and equipments to be used during the maintenance work and the same would be provided by the agency.
8. The agency or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
9. The agency 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.
10. 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.
11. Any displacement, relocation of the equipment should be avoided by the agency.
12. All necessary drawings, Manuals etc will be provided to the firm on demand.
13. 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.
14. AMC charges will be payable quarterly after satisfactory completion of work and certification by Engineer in Charge 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.
15. The annual rates will be for three years, initially for one year which can be extended for a further period of two years (1+1) year on satisfactory performance by the agency as mutually agreed.
16. The contractor/agency shall comply with all statutory requirements in respect of said work.
17. All material to be used in the AMC will have to be approved by the Engineer -in- Charge or his authorized representative.
18. All urgent calls and complaints should be attended within 1 hour, round the clock.

19. Spare parts are chargeable extra. Labour cost of parts installation is included in the scope of AMC except any major replacement or upgradation

20. The agency attending technicians should be well trained to handle the required work. The Institute will not be responsible for any physical or personal damage to the company's technician while carrying out the AMC work.

21. All the agency 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.

22. Carrying out liasoning with OEMs of individual equipments 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.

23. No price preference to any corporate society/Registered society, Govt. Public Sector undertakings / bodies shall be given and tenders shall be exclusively dealt with on merit.

24. If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work during the contract period or within 02months after a certificate final or otherwise of its completion shall have been given by the Engineer in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit/performance guarantee or the proceeds of sale thereof or of a sufficient portion thereof.

25. The contractor shall indemnify IISER against liability arising out of any accident or mishap involving manpower deputed by the contractor to execute the AMC at IISER Mohali. The Institute shall in no way be held accountable or responsible for such accidents and it is entirely contractor's responsibility to ensure safety of persons deployed by him. No claims in this regard shall be entertained.

26. The technical details of BMS system are being appended herewith. The contractor should acquaint himself well before quoting.

PENALTY:-

a) If the contractor fails to depute the Service Engineer/Technician at site within 48 hrs after registration of complaint, a sum of 0.5% of the total quarterly value of the contract price per day of the delay or part thereof subject to maximum 5% shall be deducted.

b) The above deputation of Service Engineer/Technician does not include to attend the breakdown on account of downtime for major repair.

c) The agency shall engage one qualified service engineer to supervise the AMC on need basis, including any breakdown, fault, operating problem to machines, etc failing which penalty @ 20,000/- per month shall be levied.

For any downtime beyond the above, the penalty for a sum of 0.5% of the total quarterly value of the contract price per day of the delay or part thereof subject to maximum of 5% shall be deducted.

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.

FORCE MAJEURE

Contractor shall be liable to perform of its obligations under or arising out of this contract if, such failure does not results 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.

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.

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-08

Name of Tender/Work: - AMC of Building Management System (BMS) in Animal Facilityat 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 :