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/Tender-22 **Date: 13.07.2026**

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
Construction of Gazebo at IISER Mohali.	**Rs. 12,62,681/- (Inclusive GST)**	**Three Months**

2. Critical Data sheet:

Approximately Cost	**Rs. 12,62,681/-(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)	Work Contract
Product Category (Civil Works/Electrical Works / Fleet Management/ Computer Systems)	Civil Works
Tender document publish date	13.07.2026 (18:00 Hrs.)
Tender Document available for sale on website	13.07.2026 (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)	13.07.2026 (18:30 Hrs)
Bid Submission End Date (online)	03.08.2026 (15:00 Hrs)
Date & time of opening of Tender (Technical Bid) (online)	04.08.2026 (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. 26,000/-** (Rupees Twenty six 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.

d. Intending Bidders shall visit the site, assess the site conditions & may quote accordingly.

Important Documents uploads in .pdf format only:-

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 and EPF registration certificate.
e) Scanned copy of Enlistment in any Govt. Department, as per NIT.
f) 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)-
   - Scanned copy of Balance Sheet duly audited by Chartered Accountant.

   OR

   Scanned copy of 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.
g) 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.
h) 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.
i) Scanned copy of Tender Acceptance Letter **(Annexure-A)** and Integrity pact **(Annexure-B)**.

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

NOTICE INVITING TENDER

1. **Online percentage rate tenders** are invited on behalf of the Director IISER Mohali from approved and eligible contractors of C.P.W.D. and those of appropriate list of Department Posts and Telecommunications, U.T. Administration, Chandigarh Housing Board, State PWD's, MES, Railways, State/Central PSU's, Central/ State Autonomous body for the work of "**Construction of Gazebo"** at IISER Mohali".

   The enlistment of the contractors should be valid on the last date of tenders.

   In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

   In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

1.1 The estimate, based on unit rate, rate of items is **Rs. 12,62,681/-(Inclusive GST)**.

1.1.1. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

CRITERIA OF ELIGIBILITY

2. The tender shall be uploaded by (**As per Pg.1**) and Cover No. 1 only containing earnest money, conditions and tender documents shall be opened on the next working day. No consideration will be given to a tender received after the above stipulated time and date. Eligibility related documents shall be evaluated for criteria stipulated at 2.1 and agencies/contractors will accordingly be qualified/disqualified by the competent Authority. The financial bid (Cover No 2) of qualified tenderer shall then be opened at notified time, date. The rates of each item must be quoted in figures.

2.1 Contractors who fulfill the following criteria shall be considered by IISER Mohali for technical evaluation (if required) and opening of commercial bids:

I) Contractors /firms should have successfully completed directly during last 7 years ending last day of the month previous to the one in which the bidding is invited, either three similar works costing not less than 40% or two similar works costing not less than 60% or one similar work costing not less than 80% of the estimated cost of the work. 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.

II) The 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 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.

III) Not incurred loss in more than two years during the last five years ending 31st March of the previous year.

Eligibility criteria:

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in the Institute in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

For the purpose of clause Similar work means "**Civil Construction/ Renovation/ Maintenance of Buildings"**.

1. Agreement shall be drawn with the successful tenderer on General Conditions of Contract for works which is available from the Engineer-in-Charge. Tenderer shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
2. If any agency working in IISER has work pending as on the date of publication of tender, beyond the schedule date of completion, they will not be eligible for participation.
3. The time allowed for carrying out the work will be **Three Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available

OR

The site for the work shall be made available in parts as specified below: -

a) Tender document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be downloaded from website.

5. The rate shall be valid for one year (as sometimes, residual work of similar in nature is required to be executed on urgent basis
6. Tenders shall be accompanied with Earnest money of **Rs. 26,000/-** by way of Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/NEFT/ RTGS/ BG/ FDR of a scheduled bank issued in favour of the Registrar, IISER Mohali, Payable at Mohali. 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.
7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10000/-) or on receipt NEFT/ RTGS/ Deposit of a scheduled bank in form of BG/ FDR of a scheduled bank issued in favour of the Registrar, IISER Mohali, Payable at Mohali (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
8. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services

required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
10. Canvassing whether 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.
11. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender for works in the Institute's Engineering Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Group A & B officer in the Institute's Works Department (IWD). Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Institute/debarring for further tendering in the Institute for at least 5 years.
13. No Engineer or other officers employed in Engineering or Administrative duties in Engineering Department of the Institute is allowed to work as a contractor for a period of one year after his retirement from Institute's service without the previous permission of the competent authority in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the competent authority as aforesaid before submission of the tender or engagement in the contractor's service.
14. The tender for the works shall remain open for acceptance for a period of Nineteen hundred (90) days from the date of opening of tenders in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
15. This Notice inviting tender shall form a part of the contract document. The successful tenderer/ contractor, on an acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of:

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard Form 7/8.

For Composite Tenders

16. The Engineer In charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

16.1.1. The tender document will include following three components:

Part A:- Form-6, Form-7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract or latest edition as applicable with all amendments/modifications.

Part B:- General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C: Schedule A to F for minor component of the work. (Engineer in charge of major

component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

16.1.2. The tenderer must associate with himself, agencies of the appropriate class eligible to tender for each of the minor component individually. The eligible tenderers shall quote rates in terms of overall percentage above or below the total estimated amount put to tender must be filled both in figures and words on the last page of schedule of quantities. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)

16.1.3. After acceptance of the tender by competent authority, the Engineer in charge of major component of the work shall issue letter of award on behalf of the Director. After the work is awarded, the main contractor will have to enter into one agreement with Engineer in charge of major component and has also to sign two or more copies of agreement depending upon number of Engineer In charge of minor components. One such signed set of agreement shall be handed over to Engineer in charge of minor component. Engineer In charge of major component will operate part A and part B of the agreement. Engineer in charge of minor component(s) shall operate Part C along with Part A of the agreement.

16.1.4. Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

16.1.5. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.

16.1.6. The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer -in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s).

16.1.7. In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

16.1.8. The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Hospital Engineer in charge of each minor component as well as to Engineer in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

16.1.9. Running payment for the major component shall be made by Engineer-in-Charge of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

16.1.10. Final bill of whole work shall be finalized and paid by the Engineer-in-Charge of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the Engineer-in-Charge of major component for including in the final bill for composite contract.

16.1.11. It will be obligatory on the part of the tenderer to sign the tender document for all the components before the first payment is released. 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.

The contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923, contract labour (Regulation and Abolition Act 1970), payment of wages Act 1938, Employer's liability Act 1938, Maternity Benefits Act 1961, and the Industrial disputes Act 1947 as applicable and the rules and regulations issued there under and by the local Administration / Authorities from time to time as well all provisions of law applicable to workmen. Failure to do so shall amount to breach of the contract and the Engineer-in-Charge may at his discretion terminate the contract. The Contractor shall also be liable for any

pecuniary liability arising on account of violation by him of any of the said Acts and shall indemnify the Institute on that account. Institute will not be liable for any act or omission on the part of the contractor in so far as any violation of any of the aforementioned acts.

Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items of Works" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Engineer-in-Charge shall be mandatory and will be conclusive proof of completion of work.

Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required at E-Procurement portal on https://eprocure.gov.in/eprocure/app

Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.

Bidder shall submit the documents in .pdf format:

i) NEFT/ RTGS/ BG/ FDR/Deposit at call receipt from a Scheduled Bank towards earnest money.
ii) Partnership deed or Registration Certificate of the Firm or Company as the case may be.
iii) Power of Attorney

The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.

The contractor shall comply with the provisions of prevalent ESI/EPF Act and shall produce the same to the concerned authority, if required.

General Rules and Directions
1. All works proposed for execution of contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tenderer, and the amount of the security deposit and performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills: Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be opened for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of the tender being submitted by a firm, it must be singed separately by each partner thereof or in the event of the absence of any partner, it must be singed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm. **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.
Application for item Rate Tender only (Form– 8)
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the

said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

Applicable for Percentage Rate Tender only (Form- 7)

4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule –A, he will be willing to execute the work. The tenders submitted shall be treated as invalid if:

(i) The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.

(ii) The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

(iii) The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:-

In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two or more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Engineer-in-Charge of major & minor component(s) (also Director, IISER in case Horticulture work is also included in the tender).

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non- submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9. The tenderer shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderer shall return all the drawings given to them.

9A.Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

Applicable for Item Rate Tender only (Form- 8)

10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rates tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the

amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In even no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

Applicable for Percentage Rate Tender only (Form- 7)

10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tenders will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

Applicable for Item Rate Tender only (Form- 8)

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' should invariably be upto two decimal places. While quoting the rate in Schedule of quantities, the word only should be written closely following the amount and it should not be written in the next line.

Applicable for Percentage Rate Tender only (Form- 7)

12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the words 'Rs' should be written before the figures of rupees and word P after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the world 'Paise' should be written at the end.

13(i). The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at call receipt of any on receipt /NEFT/ RTGS/ Deposit of a scheduled bank in form of BG/ FDR of a scheduled bank issued in favour of the Registrar, IISER Mohali, Payable at Mohali of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running/ final bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge

15. GST, Sales-tax/VAT, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and the Institute will not entertain any claim whatsoever in respect of the same.

16. The contractor shall give a list of employees in IISER related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and path etc. The tenderer apart from being a registered contractor (B & R) of appropriate class, must associate

himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture work in a composite tender subject to the approval of the institute.

19. The contractor shall submit list of works which are in hand (Progress) in the following form:-

Name of work	Name and particulars of divn. Where work is being executed	Value of work	Position of works in progress	Remarks
1.	2.	3.	4.	5.

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer In charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

21. Every tender shall be written in the English language. All other information such as documents and drawings supplied by the tenderer will also be in the English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under cover or a letter typewritten on the tenderer's letterhead and duly signed by the tenderer. Signature must be in long hand executed in ink by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained.

22. The tenderer shall sign of every page of the tender documents in taken of acceptance of tender conditions and for the purpose of identification. Tenders containing erasures and alterations of the tender documents are liable to the rejected unless these are authenticated by the person signing the Tender Documents.

23. The tenderer shall not be entitled to claim any costs, charges, expenses in connection with preparation and submission and subsequent clarification of his tender in the event of withdrawal of the invitation of tenders by the Institute.

24. The institute reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders and also the right to postpone the date of presentation and opening of tenders without assigning any reason, whatsoever.

25. The Director IISER, Mohali shall be referred as "Institute" in all the documents of Notice Inviting Tender/Contract Agreement.

26. Wherever the word 'Engineer-in–Charge occurs it shall mean Executive Engineer of IISER Mohali.

27. Uploaded Tender Acceptance Letter & Integrity Pact has to be Notarized and furnished in original by the successful L-1 bidder on receipt of LOI.

Condition of contract

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between competent authority on behalf of the Director, IISER and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

I) The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

ii) The site shall mean the land/ or other places on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

iii) The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such, individual, firm or company.

iv) The Institute means the Director, IISER and his successors.

v) The Engineer-in-Charge means the Engineer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Director, IISER Mohali mentioned in schedule 'F' hereunder.

vi) Institute shall mean the Director IISER, Mohali.

vii) Administration shall mean the administration of the IISER Mohali.

viii) Local authority shall mean the municipal corporation of Mohali and shall also deemed to include any other body or department of the administration.

ix) Accepting Authority shall mean the authority mentioned in Schedule 'F'

x) Excepted Risk are risks due to riots (Other than those on account of contractor's employees) war (Whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Institute damages from aircraft, act of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Institute of part of the works in respect of which a certificate of completion has been issued or a cause solely due to the Institute's faulty design of works.

xi) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

xii) Schedule(s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers or the standard Schedule of Rates of the Institute mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

xiii) Department means Director, IISER or any Division of IISER which invites tenders on behalf of Institute as specified in the Schedule 'F'.

xiv) Tendered value means the value of the entire work as stipulated in the letter of award.

xv) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender documents.

SCOPE	
	1. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa. 2. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into considerations in the interpretation or construction thereof or of the contract. 3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, schedule of Rates and such other printed and published

	documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
Works to be Carried out:	4. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
Sufficiency of Tender	5. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
	6. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intentions of the document and his decision shall be final and binding on the contractor.
	7. Any error in description, quantity or rate in schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

PROFORMA OF SCHEDULE "A TO F"	
Signing of Contract	1. The successful tenderer/ contractor on acceptance of his tender by the Accepting authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of:- i) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
	ii) Standard form as mentioned in Schedule 'F' consisting of: a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexure thereto. b) Safety Code. c) Model Rules for the protection of health, sanitary arrangements for workers employed by the contractor. d) Contractor's Labour Regulations. e) List of Acts and omissions for which fines can be imposed. No payment for the work done will be made unless contract is signed by the contractor.

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities (enclosed)

SCHEDULE 'B'

Schedule of material to be issued to the contractor

S.R	Description of item	Quantity	Rate in figure and words at which the material will be charged to the contractor.	Place of Issue.

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

Sr. No.	Description	Hire charges per day	Place of issue

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work if any.

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work:	Construction of Gazebo at IISER Mohali.
Estimated cost of work:	Rs. 12,62,681/-
Earnest Money:	Rs. 26,000/-
(ii) Performance Guarantee:	5% of awarded value
(iii) Security Deposit:	5% of awarded value shall be deducted from each Running / Final Bill.

SCHEDULE 'F'

REFERENCE TO GENERAL CONDITION OF CONTRACT

	GENERAL RULES & DIRECRTIONS	**Officer inviting tender**
	Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3:	See below
	Definations:	
2 (v)	Engineer- in- charge	Executive Engineer, IISER, Mohali.
2 (viii)	Accepting Authority	Director, IISER
2 (x)	Percentage on cost of material and labour to cover all overheads and profits	15%
2 (xi)	Standard Schedule of Rates	CPWD DSR and market rates.
2 (xii)	Department	IISER Mohali
9 (ii)	Standard contract Form	General Conditions of Contract
Clause 1	**Clauses of Contract**	
(i)	Time allowed for submission of	15 days

Performance Guarantee from the date of issue of letter of acceptance

(ii) Maximum allowable extension beyond the period provided in (i) above

Clause 2

Authority for fixing compensation under clause-2 — Director IISER, Mohali.

Clause 2A — Whether Clause 2A shall be applicable — Yes / No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start — 7 days

Mile stone(S) as per table given below:-

S. No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone

Time allowed for execution of work, **Three Months**

Authority to decide:

(i) Extension of time — Director IISER

(ii) Rescheduling of milestone — Director IISER Mohali

Clause 6, 6A — Clause applicable - (6 or 6A) — .....

Clause 7 — Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment — Rs. .....

Clause 10A

List of testing equipment to be provided by the contractor at site lab

1	2	3
4	5	6

Clause 10C

Component of labour expressed as percent of value of work = ... %

Clause 10CA

S.No.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*

* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

Clause 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	Not applicable
Schedule of component of other Materials,	Not applicable
Component of civil (except materials covered under clause 10CA) /Electrical construction Materials expressed as percent of total value of work. -	Not applicable
Component of Labour - expressed as percent of total value of work.	Not applicable
Component of P.O.L. - expressed as percent of total value of work.	Not applicable

Clause 11	Specifications be followed for execution of work.	i) NIT Specifications. ii) CPWD specifications with upto date amendments iii) Bureau of Indian Standards wherever no such specifications exists in S.No. i) & ii)

12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	30%
12.5	Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work	30%

Clause 16

Competent authority for deciding reduced rates — Director, IISER, Mohali.

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

1 ……...	2……	3……
4 ……...	5……...	6……...
7 ……...	8……...	9……...

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

SN	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Expenditure	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers

Clause 42

(i) (a)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023	printed by C.P.W.D.
(ii)	Variations permissible on theoretical quantities: (a) Cement	
	For works with estimated cost put to tender not more than Rs. 5 lakh.	NA
	For works with estimated cost put to tender more than Rs.5 lakh.	NA

(iii)	Bitumen for all works	NA
(iv)	Steel reinforcement and structural steel sections for each diameter, section and category	NA
(v)	All other materials	NIL

Recovery rates for quantities beyond permissible variation

Sr. No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation.
1.	Cement		
2.	Steel reinforcement		
3.	Structural sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price.		

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/Tender-22

Name of Tender/Work: - Construction of Gazebo 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 :