INSTITUTE WORKS DEPARTMENT, IISER MOHALI
NOTICE INVITING TENDER
IISER/EE-EO/ESTIMATE-P/15/02

1. Indian Institute of Science Education and Research (IISER) Mohali, invites item rate tenders for the work of "C/o Ultra Low Temperature lab at IISER Mohali"

2. Estimated Cost Rs. 58,49,958/-
3. Cost of tender documents Rs. 1,000/-

4.Earnest Money Deposit (EMD) = Rs.1,17,000/-
5.Notice Inviting Tender (NIT), General and special terms and conditions Bill of Quantities (BOQ) attached herewith constitute the Tender Document. Interested Agencies/Contractors may download the tender document . Those downloading the tender document from IISER's Website must enclose Demand Draft for Rs.1,000/- in favour of Registrar, Indian Institute of Science Education and Research Mohali payable at Chandigarh separately alongwith their bid towards Tender Cost.
6.Sealed tenders shall be received up to 1300 hrs (1.00 PM) on 18/09/2015 in the office of Director Office, IISER Mohali
and technical bids shall be opened at 1530 hrs (3.30 PM) on the same day i.e. on 18/09/2015 in the presence of bidders who wish to be present.

Executive Engineer
Head IWD, IISER Mohali
IISER Mohali, Sector-81, Knowledge City, SAS Nagar-140306
Website : www.iisermohali.ac.in

1.0	Notice Inviting Tender

NOTICE INVITING TENDER

1. Sealed item rate/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 for the work of "C/o Ultra Low Temperature Lab at IISER Mohali"

   The enlistment of the contractors should be valid on the last date of sale 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 work is estimated to cost Rs. 58,49,958/-. This estimate, however, is given merely as a rough guide

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

1.2 CRITERIA OF ELIGIBILITY FOR ISSUE OF TENDER DOCUMENTS

1.2.1 Bidder who download the tender documents from web site are required to submit separately Demand Draft of Rs 1,000/- favoring Registrar, IISER Mohali and payable at Chandigarh.

1.2.2
The tender shall be received by the undersigned by 1300 hrs on 18/09/2015 and envelope No. 1 only containing earnest money, conditions and tender documents shall be opened on the same day at 1530 hrs in the presence of tenderer or their authorized representative who may like to be present. 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 1.2.3 and agencies/contractors will accordingly be qualified/disqualified by the competent Authority. The financial bid (Envelope No 2) of qualified tenderer shall then be opened at notified time, date and place in presence of tenderer or their representative. The rates of each items must be quoted in figures and words.

1.2.3 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 during last 7 years ending last day of the month previous to the one in which the bidding are invited, either three similar works costing not less than 40% i.e. Rs. 23.40 lacs or two similar works costing not less than 50% i.e. Rs.29.25 lacs and one similar work costing not less than 80% i.e. Rs.46.80 lacs of the estimated cost of the work out of which at least one should have been executed in Govt departments.

II) Average annual financial turn over during the last 3 (three) years ending 31st March of the previous year should at least be 30% of the estimated cost of work.

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

1.2.4 **To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under** :-

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 the work of RCC structure.

2. Agreement shall be drawn with the successful tenderer on General Conditions of Contract for works which is

3. 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.
4. The time allowed for carrying out the work will be five 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.

5. The site for the work is available

OR

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

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6. a) The last date of issue of applications shall be: To be downloaded from website

b) 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 .

7. i) Tenders shall be accompanied with tender cost of Rs 1,000/- in form of Demand Draft in favour of Registrar,IISER Mohali.

ii) Tenders shall be accompanied with Earnest money of Rs.1,17,000/- by way of Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of the Registrar, IISER Mohali, Payable at Chandigarh. 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

iii) The tender shall be received by the undersigned by 1300 hrs on 18/09/2015 and envelope No. 1 only containing tender cost, earnest money, conditions and tender documents shall be opened on the same day at 1530 hrs in the presence of tenderer or their authorized representative who may like to be present. 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 1.2.4 and agencies/contractors will accordingly be qualified/disqualified by the competent Authority. The financial bid (Envelope No 2) of qualified tenderer shall then be opened at notified time, date and place in presence of tenderer or their representative. The rates of each items must be quoted in figures and words.

8. 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 Deposit at Call receipt of any scheduled bank/Banker’s cheque of any scheduled bank/Demand Draft 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. 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.

9. The description of the work is as follows:
   "C/o Ultra Low Temperature Lab at IISER Mohali"

   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.

10. 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.

11. 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.

12. 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.

13. 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 Engineering Department. 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.

14. 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 canceled 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.

15. The tender for the works shall remain open for acceptance for a period of One hundred twenty (120) days from the date of opening of tenders/ One hundred twenty days from the date of

opening of financial bid 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.

16. 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.

17. For Composite Tenders

17.1.1 The Engineer Incharge 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.

17.1.2 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.

17.1.3The tenderer must associate with himself, agencies of the appropriate class eligible to tender for each of the minor component individually.

17.1.4 The eligible tenderers shall quote rates 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.)

17.1.5 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 Incharge of minor components. One such signed set of agreement shall be handed

over to Engineer in charge of minor component. Engineer Incharge 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.

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

17.1.7 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.

17.1.8 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).

17.1.9 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.

17.1.10 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 Executive 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.

17.1.11 Running account payment (RA Bills) 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.

17.1.12 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.

17.1.13 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.

23. 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.

24. Following documents shall accompany the tenders:

I) Demand draft/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

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

26. The contractor shall comply with the provisions of prevalent ESI Act.

2.0	Tender And Contract

Tender Form 7/8

Percentage Rate Tender/Item Rate Tender & Contract For Works

(A) Tender for the work of "C/o Ulta Low Temperature Lab at IISER Mohali"

(i)To be submitted by 1300 hours on 18/09/2015

(ii)To be opened in the presence of tenderers who may be present at 1530 hours on 18/09/2015.

Issued to : To be downloaded from website

Signature of officer issuing the documents

Designation Executive Engineer,IISER Mohali

Date of issue To be downloaded from website

TENDER

I/we have read and examined the notice inviting tender, schedule A,B,C,D,E & F specifications applicable, Drawings and Designs, General Rules and Directions, conditions of Contract, clauses of contract, special conditions, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/we hereby tender for the execution of the work specified for the Institute within the time specified in schedule 'F' viz. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of general rules and Directions and in Clause 11 of the conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/we agree to keep the tender open for 120 days from the due date of its opening / 120 days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modifications in its terms and conditions.

A sum of Rs.63,000/- is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank in favour of the Registrar, IISER payable at Chandigarh as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said Director, IISER or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or

remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and

conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(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 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.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Institute.

Dated:- Signature of Contractor

Postal Address:

Witness:

Address: Telephone No.:

Fax No.:

Occupation: E-Mail.:

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Institute for a sum of
Rs._____

The letters referred to below shall form part of this contract agreement:

i) _____
ii) _____
iii) _____

Dated_____

3.0	General Rules And Directions

General Rules & 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 News papers 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.

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)

4 A. 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:-

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.

4B. 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 authorised 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 authorised 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 23, 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 scheduled bank/Banker's cheque of any scheduled bank/Demand Draft 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 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. 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 any group A,B,C&D 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 Incharge 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. **Procedure for submission of Tenders:**

The following procedure shall be adopted for submission and opening of tenders. The sealed envelopes shall be submitted as follows:

21.1.1 Bidder who download the tender documents from web site are required to submit separately Demand Draft of Rs 1,000/- favoring Registrar, IISER Mohali and payable at Chandigarh.

21.1.2 The tender shall be received by the undersigned by 1300 hrs on 18/09/2015 and envelope No. 1 only containing earnest money, conditions and tender documents shall be opened on the same day at 1530 hrs in the presence of tenderer or their authorized representative who may like to be present. 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 1.2.3and agencies/contractors will accordingly be qualified/disqualified by the competent Authority. The financial bid (Envelope No 2) of qualified tenderer shall then be opened at notified time, date and place in presence of tenderer or their representative. The rates of each items must be quoted in figures and words.

Tenderer's to study entire tender document carefully

a) Submission of a tender by a tenderer implies that he has read all the stipulations contained in this booklet and all other contract documents and has acquainted himself of the nature, site conditions scope and specifications of the works to be executed and of conditions and rates at which stores will be issued to him by the IISER. The contractor shall also be deemed to have acquainted himself will local conditions and other factors which have a bearing on the execution of the works.

b) Before submitting the tender for the work to IISER, the tenderer should thoroughly examine the existing conditions of site and proposed route of ring main for external and internal pipe work. He should also see the existing buildings, where fire fighting equipments/system shall be

provided.

c)After award of the work contractor has to prepare and submit the shop drawings (only for air-conditioning / fabrication work) for approval of the Engineer-in-charge.

d)No claim will be entertained on account of ignorance of site conditions.

23. 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 authorised principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained.

24. The tenderer shall sign at the bottom right hand corner 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.

25. Tenders which do not full fill all or any of the conditions laid down in this notice, or contain conditions not covered and/or not contemplated by the General Conditions of contract and /or expressly prohibited therein or stipulated addition/alternative conditions shall be liable to be rejected.

26**.** 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.

27. 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.

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

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

4.0	CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. 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. 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 Executive 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 And Performance

3. 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.

4. 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.

5. 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:

6. 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 labours 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

7. 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.

8.2 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.

8.3 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.

Signing of Contract

9. 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.

iii) No payment for the work done will be made unless contract is signed by the contractor.

5.0	PROFORMA OF SCHEDULE A TO F

(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 : "C/o Ultra Low Temperature Lab at IISER Mohali"
Estimated cost of work : Rs.58,49,958/-
Earnest Money : Rs.1,17,000/-
(ii) Performance Guarantee : 5% of tendered value
(iii) Security Deposit : 5% of tendered value

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**	DSR 2014 for Civil/ PH and Electrical.
2 (xii)	**Department**	IISER Mohali
9 (ii)	**Standard contract Form**	General Conditions of Contract of CPWD and upto date correction slips.

Clause 1		
(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 days
(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, Five months

Authority to decide:

(i) Extension of time Director IISER

(ii) Rescheduling of mile Director IISER Mohali

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

Clause 7 **Gross work to be done together with** Rs. .....

net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Clause 10A

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

1	2	3
4	5	6

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable	No

Clause 10C

Component of labour expressed as percent of value of work =	Not applicable

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)

Clauses 12

12.2 & 12.3	**Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work**	**……**
12.5	**Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work**	**……..**

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

S. No.	**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	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.	3% plus/minus.
	For works with estimated cost put to tender more than Rs.5 lakh.	2% plus/minus.
(iii)	**Bitumen for all works**	2.5 % Plus only and NIL on minus side.
(iv)	**Steel reinforcement and structural steel sections for each diameter, section and category**	2% Plus/minus
(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.**		

	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 ,
……..,
……..

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 '**Principal/Owner**', which expression shall unless repugnant 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:

(a) 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.

(b) 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.

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

2) 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)

1) 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 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.

2) 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:

a) 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.

b) 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.

c) 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.

d) 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.

d) 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.

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

4) 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.**

5) 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:

1) 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.**

2) **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(1), 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.
3) **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

1) 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.
2) 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.
3) 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

1) 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.
2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3) 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

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

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

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

3) 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.

4) 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.

5) 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

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 :