

Notice Inviting e-Tender

For

**Comprehensive Annual Maintenance Contract
for Online UPS (Make- Vertiv Energy Pvt. Ltd.)
of Various Capacities Installed at Permanent
Campus, IISER Berhampur, Odisha.**

NIT No. : IISERBpr/IWD/NIT/2026-27/29
Estimated Cost : Rs. 14,53,052/-
EMD : Rs. 29,061/- (2% of Estimated Cost)
Issue Date : 09/05/2026 at 18.00 hours.
Last date of bid submission: 30/05/2026 at 18.00 hours.
Contract period : 12 months

“Certified that, this tender document contains 34 Pages only”.

**Sr. Executive Engineer(E)
IISER, Bhubaneswar**

Name of Work	:	Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha.
NIT No.	:	IISERBpr/IWD/NIT/2026-27/29

<u>INDEX</u>			
Sl.No.	Subject.		Page No.
1.	Subject & Index	-	01-02
2.	Information & Instructions to Bidders for Tendering	-	03-07
3.	General Rules & Directions of Contract	-	08-13
4.	Form for Financial Information (Appendix 'A' refers)	-	14
5.	Form for details of all works of similar class completed during last 05 (Five) Years (Appendix 'B' refers)	-	14
6.	Form for Detailed information of the Bidder (Appendix 'C' refers)	-	15
7.	Declaration to be given by Tenderers	-	16
8.	Bidders undertaking against Percentage Rate Bid for Work	-	17-18
9.	Affidavit	-	19
10.	Technical Bid (Eligibility Criteria)	-	20
11.	Conditions for Annual Maintenance Contract	-	21
12.	Form for Performance Security (Bank Guarantee)	-	22-23
13.	Format for Agreement	-	24-25
14.	Integrity Agreement (To be made on Rs 100/- Judicial Stamp Paper)	-	26-30
15.	Performa of Schedules	-	31-32
16.	FINANCIAL/PRICE BID (PART-II)	-	33

INVITATION FOR E-TENDER

NIT No: IISERBpr/IWD/NIT/2026-27/29

Date: 09/05/2026

The Indian Institute of Science Education and Research (IISER) Berhampur, Odisha invites Online bids (e-tender) in two bid system, from eligible bidders should have relevant experience in "Annual Maintenance of Online UPS systems" for a prominent Govt./Semi Govt./Autonomous Bodies/Corporate Bodies or Public Sector Undertaking during last 05(Five) years ending 31.03.2025 and having valid Electrical License (MV or Above).

Brief Details of Tender:

Sl. No.	Description	Details
1	NIT No.	IISERBpr/IWD/NIT/2026-27/29
2	Name of work & Location	Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha.
3	Estimated Amount	Rs. 14,53,052/-
4	Earnest Money Deposit (2% of the Estimated Amount)	Rs. 29,061/- should be in the form of bank transfer (SBI I-Collect). Bidders may visit if any assistance is required: https://www.onlinesbi.com/prelogin/icollecthome.htm
5	Tender Processing fee	Rs. 1,180/- including of GST @18% (Non-refundable) Payment through (NEFT/Demand Draft/Direct online payment to the institute account)
6	Period of completion of work	12 (Twelve) Month and Extendable up to further 01 (One) year with Mutual Consent.
7	Bid Validity	90 Days
8	For technical/commercial queries contact details of IISER Berhampur	0680-2227731/700: Sr.Executive Engineer(E), eeiwd@iiserbpr.ac.in

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserbpr.ac.in and the bid is to be submitted online only through the E-procurement portal up to the last date and time of submission of tender.

Critical Dates of Tender

S. No.	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	09/05/2026	18:00Hrs
2	Bid Submission Start Date	09/05/2026	18:00Hrs
3	Pre-bid Meeting	14/05//2026	11.00Hrs
4	Bid Submission Close Date	30/05//2026	18:00Hrs
5	Opening of Technical Bids	01/06/2026	11:30Hrs

No manual bids will be accepted. All Tenders (both Technical and Financial should be submitted to the E- procurement portal).

Any queries relating to the process of online bid submission or queries relating to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

Sr. Executive Engineer (E)
IISER, Bhubaneswar

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal ([URL: https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserbpr.ac.in. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n Code / e Mudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization, name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

9. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
10. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
11. Bidder should consider any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the

PREPARATION OF BIDS

12. Bidder should consider any corrigendum published on the tender document before submitting their

bids.

13. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
14. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
15. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

16. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
17. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
18. Financial Bids can be submitted in PDF format (As per Chapter 5). Any additional components, which the bidder wants to quote and if it's not available in BOQ, can be quoted in the PDF format. The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
19. Bidders are requested to note that they should necessarily submit their financial bids in the format provided (as per Chapter-5) and no other format is acceptable. The Financial Bid can be submitted in PDF format also. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
20. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
21. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
22. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
23. Kindly add scanned PDF of all relevant documents in a single PDF file of the compliance sheet.

ASSISTANCE TO BIDDERS

24. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593

TENDER INFORMATION SUMMARY

Basic Tender Details			
Tender Title	Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha.		
Tender Reference No	IISERBpr/IWD/NIT/2026-27/29		
Tender Type	Open tender		
Bidding System	Two Bid		
Procuring Organization	IISER Berhampur	Procuring Entity	Ministry of Education
Authority on whose behalf tender is invited	Director, IISER Berhampur	Through	Director, IISER Berhampur
Tender Inviting Authority	Sr. Executive Engineer(E), IISER Berhampur.	Address	IISER Berhampur, At/Po: - Laudigam, Konisi, Police Station: Golanthara, Dist.: - Ganjam, Odisha, India, Pin:- 760003
Terms of Delivery	For IISER Berhampur		
Critical Dates			
Bid publishing Date	09/05/2026 18:00hrs	Bid Validity	90 days
Document download start date	09/05//2026 18:00hrs	Clarification end date & time	Not later than 7 days before the bid submission deadline.
Bid submission start date & time	09/05/2026 18:00hrs	Bid submission closing date & time	30/05/2026 18:00hrs
Tender Opening (Techno commercial Bid) Date & time	01/06//2026 11:30Hrs	Tender Opening (Financial Bid)	To be intimated later
Is this item reserved for exclusive procurement from MSE			No
Nature of Bidders eligible-	Should have relevant experience in supply and repairing with execution of Electrical items for a prominent Govt./Semi Govt./Autonomous Bodies/Corporate Bodies or Public Sector Undertaking during last 05 (Five) years ending 31.03.2026 and having valid Electrical License (MV or Above).		
Documents related to Bid Security/Performance Security			
Bid Security	2% of Bid Value Rs. 29,061/- (In lieu of bid security, bid securing declaration is to be submitted by all bidders. (NEFT/Bank Mandate is attached)		
Performance Security	5% of value of the Work Order.		

GENERAL RULE & DIRECTION OF CONTRACT

The **Sr. Executive Engineer (E), IISER, Berhampur (Phone: 0680-2227731/700, E-mail: eeiwd@iiserbpr.ac.in)** on behalf of "The Director, IISER, Berhampur" invites online Percentage rate tender in Two (02) Bid system (Technical cum Eligibility & Financial respectively) from reputed contractor having successfully completed works of similar nature as per eligibility criteria for the following work:-

1. Name of Work: Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha.
2. The work is estimated to cost of **Rs. 14,53,052/-** (Rupees **Fourteen Lakhs Fifty-Three Thousand Fifty-Two** Only) (including all Taxes).
3. Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works.
4. The similar work means, "Annual Maintenance of Online UPS system".
5. Eligibility Criteria. Indenting Bidder, who fulfill following requirement shall be eligible to apply:

Three (03) similar works each of value not less than 40% of estimated cost (i.e. for Rs. 5,81,221/-) put to tender OR

Two (02) similar works each of value not less than 60% of estimated cost (i.e. for Rs. 8,71,831/-) put to tender OR

One (01) similar work of value not less than 80% of estimated cost (i.e. for Rs. 11,62,442/-) put to tender in last 07 (Seven) Years ending last date of tender submission.
6. The bidder should have OEM/Agency with OEM authorization.
7. The experience of similar work should be from Central Govt., State Govt., PSU and Autonomous Body, Govt. Institutions/Research Center.
8. The bidder should have valid Electrical Contractor License (MV or above).
9. Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.
 - (a) Average annual financial turnover during the last three years, ending 31st march 2025 should be more than 50% of the estimated cost.
 - (b) The period of the contract will be One (01) year from the Date of Start which shall be reckoned from 7th day of issue of work order or from the First Date of Handing Over of the Site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents. The tender is initially for a period of one year (12 months) and may be extended further for a period of 12 Months with mutual consent, on the same Terms and Conditions and BOQ Rates based on the performance of the vendor.
10. Preparation & Submission of Tender through Online. The Tender should be submitted in one part i.e. Technical Bid and Financial Bid at one part. The Technical Bid and financial bid should be sent by the Bidder through online for "Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at

Permanent Campus, IISER Berhampur, Odisha.

11. Earnest Money Deposit. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of 2% of Estimated Cost by way of Demand Drafts / FDR/ Bank Guarantee (Drawn in favor of "Indian Institute of Science Education and Research, Berhampur"). Scanned Copy of the Demand Drafts must be uploaded and the original DD must be submitted with the Technical Bid documents. Bid(s) received in tender without Demand Drafts of EMD will be rejected. The EMD of the successful Bidder shall be returned after the successful submission of Bank Guarantee/Annual Deposit and, for unsuccessful bidder(s) it would be returned after Award of the Contract. Copy of valid MSME firms registered in NSIC Under PP policy for exempted Payment of EMD. EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
12. Performance Guarantee. The successful contractor will be required to furnish a Performance guarantee of 5% (Five Percent) of Contract Value after receiving notification of award (LOA) in the form of Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank of India duly pledged in the name of "Indian Institute of Science Education and Research, Berhampur" which shall be kept valid up to the stipulated date of completion of all the contractual obligations plus minimum 180 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. If the contractor fails to carry the contract or leave the site before completion of site, then the entire amount of performance guarantee will be forfeit. The Performance Guarantee will be discharged after completion of contractor's performance obligations (including Warranty/ Guarantee period) under the contract, against the security deposit, after completion of the work. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
13. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder 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 bidders 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 bid by a bidder 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.
14. The Director, IISER Berhampur does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
16. The Competent Authority, the Director, IISER Berhampur reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted. Some of the items in schedule of quantities may be executed partially or may not be executed at all depending upon the site requirement which will be decided by the engineer-in-charge.
17. The contractor shall not be permitted to bid for works in the IISER Berhampur responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending 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 relatives to any gazette officer in the IISER Berhampur. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid, before submission of the bid or engagement in the contractor's service.
19. The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of bids.
20. his notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall start the work within 15 days from the stipulated date and sign the contract consisting of "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading there to.
21. Goods and Services Tax (GST).
 - (a) GENERAL REMARKS ON TAXES & DUTIES: In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, service Tax, VAT, Sales Tax, Entry or any other form of indirect Tax except of GST mentioned in the bidding document shall be ignored.
 - (b) Bidders are required to submit copy of the GST Registration certificated while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
 - (c) "GST shall mean Goods and services Tax charged on the supply of material(s) and services. The term 'GST' shall be construed to include the integrated Goods and Services Tax (Hereinafter referred to as "IGST") or central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and services Tax (Hereafter referred to as "SGST") or union Territory Goods and services Tax (hereinafter referred to as "UTGST").
 - (d) Quoted price/rate(s) should be inclusive of all taxes, duties and GST (i.e. IGST or CGST and SGST /UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the price Bid. Please note

that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the supplier of Goods/services (service provider) only. Supplier of Goods/Service (Service provider)

providing taxable service shall issue an invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier of Goods /services (Service provider) with requisite details.

- (e) The contractor(s) must submit GST challan copy in original duly signed with stamp of firm, against this work before releasing Security Deposit (SD) money.

22. **Breach of Terms and Conditions.** Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract or in Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by IISER Berhampur.

23. **Termination of Contract.** IISER Berhampur would have the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of IISER Berhampur rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of Engineer-in-Charge in this regard would be final and binding on the Tenderer.

24. **Arbitration.** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Berhampur. The decision of the Arbitrator shall be final and binding on the both parties.

25. **Dispute Settlement.** It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, IISER Berhampur, whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

Sr. Executive Engineer (E)
IISER Berhampur

26. SCOPE OF WORK:

- 26.1 Uninterrupted Power Supply (UPS) Systems, all Qty. of different capacities (100 KVA, 60 KVA, 40 KVA, 30 KVA, 20 KVA & 10 KVA) of the UPS system installed at different locations shall operate round the clock and throughout the year. The Scope of Work shall cover the Comprehensive Maintenance Services of all units of UPS system i.e. preventative maintenance, break down maintenance with spare parts. Comprehensive Annual Maintenance Service includes free replacements of defective components of all sub-assemblies of the equipment during the Contract Period.
- 26.2 The firm shall check the proper functioning of the UPS System and its components, software and hardware on regular basis.
- 26.3 The firm shall check all parameters such as Battery, Incoming and Out Going Voltage, conventional supply Voltage and Load Current in the Display etc.
- 26.4 In the event of breakdown/fault, the IISER will inform the firm immediately and they have to send their engineers for remedial action within 2 hours. The breakdown/fault in the system should be removed at the earliest possible and the system should be put back in working order by the vendor within 12 hours of the above information.
- 26.5 Corrective maintenance including carrying out necessary repairs, provision & replacement of worn out/defective components/parts as required to keep the equipment in good & working order during the contract period at firm's cost.
- 26.6 The comprehensive maintenance will include replacement of all defective parts. All components which are defective or malfunctioning shall be replaced by new ones. The repair should be of the best quality and incorporate good engineering practices. It will be the sole responsibility of the firm to arrange for the replacement parts throughout the contract period without any extra cost.

27. Terms & Conditions:

- 27.1 The AMC shall be valid and effective for a period of One year from the date of issue/acceptance of confirmed AMC on comprehensive basis. The AMC may be extended for a further period of One more on same terms & conditions and rates, on the basis of satisfactory performance of the firm each year.
- 27.2 The firm has to mention full particulars of the person/ Engineer who are authorized to receive the breakdown calls from the department. Residential address, telephone No. etc. may also be given so that complaint may be lodged during and after office hours also. The date and time of the telephonic message/personal message given to such authorized person will be treated as receipt of complaint in Firm's office.
- 27.3 The firm's engineer will visit for routine check-up of the system twice in a month. During the visit any problem reported or observed will be attended to and rectified by the engineer. The service engineer has to submit service cards showing the details of service/job done during the visit. The service card has to be got signed by the concerned officials of IISER Berhampur.
- 27.4 The firm has to render the service of their specialized engineer from their manufacturing unit as the need arises depending upon the type of fault. No extra payment will be made by IISER Berhampur for such visits by specialized engineer.
- 27.5 Replacement of Battery Bank is not in the scope of contract. However, firm shall maintain the battery bank during the contract period without any extra cost.
- 27.6 The equipment shall be got repaired in the office premises and if it is required to be taken away to the workshop, no transportation charges will be paid by IISER Berhampur and stand-by equipment would be provided by the firm. The firm should have adequate equipment, plant, and machinery to undertake maintenance work within the time schedule.
- 27.7 The firm has to ensure that UPS is always kept in working condition. In case of breakdown/fault the system should be put back in working order by the firm within 12 hours of the receipt of the call from IISER Berhampur.

- 27.8 In case of Battery charging required by external source due to long Break down, no extra payment will be made to the vendor.
- 27.9 The firm shall be liable to pay for damages caused due to the negligence or improper handling of the equipment.
- 27.10 The firm has to carry out any minor electrical works if required and also check periodically, preventive maintenance as per details given below:
- 27.11 Checklist for periodical inspection for every three months: (a) Checking of all power and control cable connections for entire system. (b) Checking functionally all control systems, application, circuit inter locks system etc. (c) Checking operating condition of fan blower. (d) Cleaning of UPS and batteries.
- 27.12 Checklist for periodical inspection for every month: (a) Checking of operation and contact condition of circuit breakers, contactor & switches. (b) Checking of tightness of plug in item like relays, fuses, holders, control cards etc. (c) Review the records of P.E. Log sheets. (d) The rectification action where felt necessary including adjusting/rectifying/replacing of parts etc.
- 27.13 **Penalties:** (i) If the vendor fails to put back the system in working order within 12 hours of the intimation regarding breakdown, a penalty @ Rs.200/- (Rs. Two hundred only) per hour would be charged for the delay beyond 12 hours. (ii) If the firm is not able to rectify the fault within a period of 24 hours from the time of lodging of complaints, it would be open to IISER Berhampur to have the fault rectified through any other sources at the cost of the firm.

Sr. Executive Engineer (E)
IISER Berhampur

APPENDIX- A

FORM FOR FINANCIAL INFORMATION

(Financial Analyses)

Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account Duly Certified by the Chartered Account, as submitted by the applicant to the Income Tax Department (copies to be attached).

Ser. No.	Description	2022-23	2023-24	2024-25

Note: Gross Annual Turn Over only.

APPENDIX- B

FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST 05 (FIVE) YEARS

(i.e. FOR THE YEAR ENDING LAST DATE OF TENDER SUBMISSION)

S. No.	Name of Work/ Project	Location	Owner or Sponsoring Organization	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ In progress with details	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1.									
2.									
3.									
4.									
5.									

- Agency must fill the above details (Attach Separate Sheets if Required.)

(Authorized Signature of the Bidder with Seal)

APPENDIX-C

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/ Contractor/ Supplier	:
Complete Address and Telephone Number	:
Name of Proprietor/ Partner/ Managing Director/ Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of service center nearby Berhampur	:
Whether the firm is a registered Firm (Yes/ No. Attach Copy of Certificate)	:
PAN Number. (enclose the attested copy of PAN Card)	:
Valid Electrical License(MV or Above)	:
Service Tax Number. (enclose the attested copy of VAT Certificate)	:
GST Number (enclose the attested copy of VAT Certificate)	:
Whether the firm has Uploaded the Bank Draft/Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	:
Whether the Firm/Agency as signed each and every page of Tender/NIT	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

DECLARATIONS TO BE GIVEN BY THE TENDERERS**It is to certify that: -**

(a)

I /We have gone through GCC of CPWD amended up to the latest correction as available on website <https://cpwd.gov.in/> or in the office of Superintendent Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date: _____
Tenderer

Signature of the

(b) "I,S/o Shri resident
of.....
hereby

certify that none of my Relative(s) as defined in Paragraph 14 of CPWD W-6 is/are employed in IWD, IISER Berhampur. In case at any stage, it is found that the information given by me is false/incorrect, IISER Berhampur shall have the absolute right to take any action as deemed fit without any prior intimation to me".

Date: _____

Signature of the

Tenderer

NOTE: - (To be certified by all the partners in case of partnership firms, by all the Directors in case of companies).

(c) "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, it is stated that, if such a violation comes to the notice of Department, then I/We shall be debarred for bidding in IISER in future forever. Also, if such a violation comes to the notice of IISER Berhampur before date of start of work, the Superintending Engineer shall be free to forfeit the entire amount of EMD".

Date: _____

Signature of the Tenderer

(d) In case I/we become the Lowest Bidder, Original Instrument for EMD and self-certified copies of other Eligibility Documents shall be deposited by me/us with the Superintending Engineer calling the Tender within 01 (One) Week of the opening of financial bid otherwise IISER Berhampur shall reject the bid and also take action to debar me/us from tendering in IISER Berhampur.

Date: _____

Signature of the Tenderer

BIDDERS UNDERTAKING**Percentage Rate Tender & Contract for Works**

(To be submitted on Rs 10/- stamp paper with notarized)

28. Tender for the work of "Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha".

(i) To be uploaded byhours onto
.....

(b) To be opened in presence of tenderers who may be present at
..... hours on in the office of

TENDER

I/ We have read and examined the notice inviting tender, all schedule 'A' to 'F' as per Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & 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 IISER Berhampur within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to General Rules and Directions and the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ...days from the due date of its opening in case of TWO (02) Bid system (Technical cum Eligibility & Financial respectively) .. from the date of opening of technical bid

in case tenders are invited on 2 /3 bid/ system for specialized work and not to make any modification in its terms and conditions.

A sum of **Rs. -----/-** (Rupees----- only) is here by forwarded in Bank Guarantee of scheduled Bank/ Demand Draft of a scheduled Bank/ Bank Guarantee issued by a scheduled Bank **as Earnest Money**. If I/ We, fail to furnish the prescribed Performance Guarantee within prescribed period. I/ We agree that the said the Director IISER Berhampur 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 the Director, IISER, Berhampur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee 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 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 retendering process of the work.

I/We undertake and Confirm that eligible similar work(s) has/ have not been got executed through another contract or on back to back basis. Further that, if such a violation comes to the notice of IISER Berhampur, then I/ we shall be debarred for tendering in IISER Berhampur in future forever. Also, if such a violation comes to the notice of IISER Berhampur before date of start of work, the Administrative Officer 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, specifications 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 State.

Dated: _____
Contractor

Signature of

with full postal address

Address Witness: *

Address: *

Occupation: *

AFFIDAVIT

(To be submitted on Rs. 10/- Indian Non-Judicial Stamp Paper & must be notarized)

I/We hereby certify that; the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that, Firm will supply the item(s) as per the specification given by Institution and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per e-Tender Rules.

"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 bidding 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".

Business Address: -

Name:

(Signature of Bidder with Firm's Seal)

Place: _____

Dated: _____

Technical Bid (Eligibility Criteria)

The scanned copies of the following documents are to be uploaded on e-Tendering Portal in the following format.

Sl. No.	Details/ Particulars	Uploaded (Yes/No)	Page No.
(A)	Demand Draft/ FDR of any scheduled Bank against EMD in favour of IISER Berhampur.		
(B)	Appendix 'A to C' duly filled in and signed with stamp (Pages 14& 15 ref.)		
(C)	Proof of Work Experience (Work Completion Certificate and Work order with BOQ) of Similar Works from Client not below the Rank of Executive Engineer or equivalent, as mentioned in Ser. No. - 4, Page No. - 8 refer under Eligibility Criteria with work order copy		
(D)	Certificate of Registration for GST and acknowledgement, up to date filed return if required		
(E)	Attested Copies of PAN No.		
(F)	Copies of Balance Sheets & Profit loss statement (Last 3 years)		
(G)	Copy of Affidavit.		
(H)	Copy of IT Returns (last 3 years)		
(I)	Declarations to be given by the Tenderer(s)		
(J)	Each page of the e-tender documents should be duly signed with seal otherwise the bid shall become invalid		
(K)	Copies of Contractor's Valid Electrical License (MV or above).		
(L)	Copy of valid MSME firms registered in NSIC Under PP policy for exempted Payment of EMD		
(M)	The Bidder should have their Registered Office/Branch in Berhampur. If not, an Office should be opened in Berhampur within 30 (Thirty) Days of the award of Work. Undertaking need to submit in this regards.		
(N)	OEM/Agency with OEM Authorization certificate		

CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT

1. Name of the work: "Comprehensive Annual Maintenance Contract for Online UPS (Make-Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha."
2. Prices quoted should be valid for the contract period from the date of opening of your offer. The prices quoted should be for the entire scope of work.
3. **Rates-** The prices quoted shall be inclusive of all taxes. GST shall be reimbursed on actual basis on submission of the documentary evidence.
4. **Terms of Payment: -**
 - 4.1 No advance payment shall be made by IISER Berhampur. Quoted rates should be including GST, TDS and other applicable taxes and cess will be deducted from the bills of the work as applicable. Payments shall be done after satisfactory completion of work in each quarter on quarterly basis only. The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department. Labour CESS @ 01% will be deducted from the Bill.

The Following documents as applicable shall be produced and self-attested photo copy shall be submitted by the contractor during each running bills:

- (i) Log Books & attendance register.
- (ii) Bank Account details/ e-payment details of the vendor.
- (iii) Warranty/Guarantee Certificate.
- (iv) Colour Photos for Executed work on glossary paper
- (v) Copies of User certified material used list of all complaints
- (vi) GST return up to date Voucher
- (vii) Bank statements against salary credit of Manpower deployed.
- (viii) No claim certificate (final Bill)
- (ix) Work completion declaration (final bill)

4.2 Final bill Payment:

The agency shall submit final bill to IISER Berhampur in addition to all maintenance schedule registers, documents etc. related to the work. The agency also formally handover the list of equipment in good working condition, without any damage as handed over to them by IISER Berhampur.

5. Penalty Clause:

- a) In case of any failure or delay in services, a penalty shall be imposed as per Clause-2 of the General Conditions of Contract (GCC) of CPWD Works-2020, based on the schedule of services.

Form of Performance Security (Guarantee)**Bank Guarantee Bond - Format - I**

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between **IISER Berhampur** and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor..... (indicate the name of the Bank).

CONTRACT AGREEMENT

AGREEMENT made on this _____ day of _____ Two
Thousand Twenty-Five between the Indian Institute Science Education & Research Berhampur
incorporated as Institutions of National Importance under the umbrella of the NIT (Amendment)
act, 2012 (NIT Act 2007), (**The act was further amended in 2014, entitled as NITSER ACT
2014**) through its Superintending Engineer IISER Berhampur (hereinafter referred to as "The
Institute") and M/s

_____ (Hereinafter referred to as "The
Contractor") which expression shall include his/their respective heirs, executors, administrators
and assigns of the other part.

29. WHEREAS the Institute is desirous for the work "Comprehensive Annual Maintenance
Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at
Permanent Campus, IISER Berhampur, Odisha". and has caused drawings and specifications
describing the work to be done and WHEREAS the said drawings as per list attached, the
specifications, the priced Schedule of Quantities the conditions of tender and the conditions of
contract have been signed by or on behalf of the parties hereto AND WHEREAS the contractor has
agreed to execute upon and subject to the condition set forth (herein after referred to as 'the said
conditions') the work shown upon the said drawings and described in the said specification and the
said priced Schedule of Quantity 'at the respective rates mentioned in the priced Schedule of
Quantities.

AND WHEREAS the contractor has deposited by Cash / FDR/ PBG for a sum of
Rs.

_____/ - (Rupees _____ only), with the Institute for
the due performance of this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 In consideration of the payments to be made to the contractor as herein after provided
the Contractor shall upon and subject to the said conditions execute and complete the works
shown upon the said drawings and such further detailed drawings as may be furnished to
him by the said Institute and described in the said specification, and the said priced
Schedule of Quantities.

2 The Institute shall pay the contractor such sums as shall become payable here under at
the time and in the manner specified in the said conditions.

3 Time is the essence of the agreement. In the event of the Contractor failing to comply
with this condition, he shall be liable to pay compensation as per clause 2 of the General
Condition of the Contract as decided by the competent authority of the Institute in writing
which shall be final and binding on the contractor.

4 The Drawings, specifications and priced Schedule of Quantities above mentioned shall
form the basis of this contract and the decision of the Director or Arbitrator or Umpire as
mentioned in the conditions of the Contract in reference to all matters of disputes as to
material, workmanship or account and as to the intended interpretation of the clause of this
agreement or any other document attached here to shall be final and binding on both parties
and may be made by a rule of court.

5 The said contract comprises the work above mentioned and all the subsidiary work

connected therewith the same site, all as may be ordered to be done from time to time by the institute even though such works may not be shown on the drawings or described in the said specifications or the priced Schedule of Quantities.

6 The institute reserves the right to alter the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this contract.

7 The said conditions and appendix there to shall be read and construed as forming part of this agreement and the parties here to will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.

8 All other disputes and differences except as excluded by clause 2 shall be referred to arbitration as per clause 25 of the said conditions of contract. The provision of the **Arbitration and Conciliation Act 1996 (26 of 1996)** or any statutory modifications or reenactment thereof and of the rules made there under for the time being in force shall apply to Arbitration proceedings under this clause.

9 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Berhampur and only courts in Berhampur shall have jurisdiction to determine the same.

10 The several parts of this contract have been read to us and fully understood by us. In witness whereof the parties hereto have set their respective hands the day and the year herein above written.

Authorized signature of IISER Berhampur

In the presence of:

1.

2.

Contractor

Integrity Agreement
(To be made on Rs 100/- Judicial Stamp Paper)

This Agreement is made at.....on this.....day of 2026.

BETWEEN

IISER Berhampur represented through Superintending Engineer), IISER, Berhampur, (Hereinafter referred as the) (Address) **“Principal/Owner”**, which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs) 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 success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT NO.: IISERBpr/IWD/NIT/2026-27/----) (here in after refer red to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for: **“Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha”**. herein after 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 afore said both the parties have agreed to enter to this Agreement (hereinafter referred to as **“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.

30. The Tendered Value which has been accepted by Competent Authority for “Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha” is **Rs ____/- (Rupees _ only)**.

NOW, THEREFORE, inconsideration 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 commit 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 processor the Contract execution.

- (c) The Principal/Owner shall endeavor 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 (P C 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 standard and makes, and report to the Government/Department 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) commit 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 what so ever 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.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose 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 commit 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 Government 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 be fall 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 before vigor for a limited period as decided by the Principal/Owner.**
2. **Forfeiture of 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 Contractor 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

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 IPC 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 05 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 processor 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/Sub-contractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
2. The Principal/Owner will enter in to 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.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. 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, AIIMS, Bhubaneswar.
3. The Agreement will take effect from the _day of ____month of 20____ and shall be valid for (____) year(s) and extendable for another (____) year(s) on mutually agreeable with same term & conditions of original contract subject to satisfactory performance.
whichever is more and for all other bidders, till the Contract has been awarded.
4. 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, AIIMS, Bhubaneswar.
5. The Agreement will take effect from the _day of ____month of 20__ and shall be valid for (____) year(s) and extendable for another ____ (____) year(s) on mutually agreeable with same term & conditions of original contract subject to satisfactory performance.

Article - 7: Term & Conditions of Payment

- a. The running payment for the work done shall be released Quarterly by IISER Berhampur only after successful completion of maintenance work and after verification of IISER Berhampur.

b. The Income Tax and other taxes as applicable shall be deducted from the bills unless exempted by the Income Tax Department.

c. **Final bill Payment:** The agency shall submit final bill along with all the service report to IISER Berhampur in addition to all maintenance schedule registers. documents etc. related to the work. The agency also formally handover the list of equipment's in good Working condition without any damage as handed over to them by IISER Berhampur.

Article - 8: Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Berhampur of the Principal/Owner, who has floated the Tender.

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

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 turnout 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 Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 9: 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 Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses: -

(For and on behalf of Bidder/Contractor)

WITNESSES:

(Signature, Name and address)

(Signature, Name and address)

Dated :

Dated :

Place : Berhampur

Place : Berhampur

PROFORMA OF SCHEDULES

<u>SCHEDULE 'A'</u> Schedule of Quantities	Schedule of Quantities for the work – Annexure -I
<u>SCHEDULE 'D'</u> Extra Schedule for specific Requirements/ document for the work, if any:	Not Applicable
<u>SCHEDULE 'E'</u> Reference to General conditions of Contract:	General Conditions of Contract-2023 Maintenance Works modified and amended up to the last date of received of tender with all correction slips.
Name of Work:	Comprehensive Annual Maintenance Contract for Online UPS (Make- Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha".
Estimated Cost of Work	Rs. 14,53,052/- (including GST)
Earnest Money	2% of Estimated Cost
Performance Guarantee	5% of Tendered Value
Security Deposit	2.5% of Final Value
<u>SCHEDULE 'F'</u> General Rules & Directions	
Officer Inviting Tender	Sr. Executive Engineer (E), IISER Berhampur
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined: in accordance with Clause -12.2 &12.3	No limit
Definitions:	
Engineer-in-Charge	Superintending Engineer, IISER Berhampur
Accepting Authority	The Director, IISER Berhampur.
Percentage on cost of materials and labour to cover all over heads and profit	15%
Standard Schedule of Rates	DSR & Market Rates for non DSR Items
Department:	IWD
Standard IISER Berhampur Contract Form	General Conditions of Contract-2023 Maintenance Works, CPWD Form 7 as amended up to last date of received of tender.

Clause- 1 (i) Time allowed for submission of Performance guarantee, Program Chart (Time & Progress) and applicable Labour Licenses, Registration with EPFO, ESIC & BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance	15 Days
(ii) Maximum allowable Extension with late fee @ 0.1% per day of 01 to 15 days Performance guarantee amount beyond the period provided in (i) above.	01 to 15 days
Clause- 2. Authority for fixing compensation under Clause 2	Superintending Engineer, IISER Berhampur
Whether Clause 2A Shall be applicable	Not Applicable
Clause- 5 Duration of the Contract	1 Year and extendable up to another 1 year on mutual consent if performance of work is found satisfactory (after issue of work order).
Number of days from the date of issue of letter of acceptance for reckoning date of start	07 Days
Authority to decide fair & reasonable extension of time for completion of work	Superintending Engineer, IISER Berhampur
Clause- 6A. Whether Clause 6A shall be applicable	Not Applicable
Clause- 12	Applicable
Clause- 16. Competent Authority for deciding reduced rates	Superintending Engineer, IISER Berhampur
Clause- 25. Settlement of dispute & Arbitration	The Director, IISER Berhampur
Clause- 32	Applicable

FINANCIAL/PRICE BID (PART-II)

Name of The Work: Comprehensive Annual Maintenance Contract for Online UPS (Make-Vertiv Energy Pvt. Ltd.) of Various Capacities Installed at Permanent Campus, IISER Berhampur, Odisha”.

NIT No: IISERBpr/IWD/NIT/2026-27/29 dated 11/05/2026

Sl.No.	Location of Installation	Capacity of UPS in KVA	Unit	Qty	CAMC Price/Unit/Year (in Rs.)	Total Amount (in Rs.)
1	Academic Block-1	60	Set	2	159300.00	318600.00
2	Academic Block-2	100	Set	2	183608.00	367216.00
3	Academic Block-7	100	Set	2	183608.00	367216.00
4	Boys Hostel-1	40	Set	1	135700.00	135700.00
5	Girs Hostel	30	Set	1	123900.00	123900.00
6	Guest House	10	Set	1	40120.00	40120.00
7	Health Center	10	Set	1	40120.00	40120.00
8	NMR Lab	20	Set	1	60180.00	60180.00
Total Estimated Cost (Including all taxes & Levis)						₹ 14,53,052.00
Bidder to quote in percentage (above/below) Estimated Cost in Rs. (____%)						
Total Amount						
Total Amount in words: Rupees _____ _____						

Authorized signature of
IISER Berhampur