



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

An Autonomous Institution, Ministry of Human Resource Development, Govt. of India.

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Indian Institute of Science Education and Research (IISER), Pune, an autonomous Institute established under Ministry of HRD, Government of India. IISER is devoted to both teaching and research of the highest caliber in a totally integrated way. IISER, Pune would like to procure the following equipment for its day to day research. The Technical Specifications are given in **Chapter 4: Schedule of Requirements / Specifications and Allied Technical details** are appended herewith.

- **Item** : **SINGLE CRYSTAL X-RAY
DIFFRACTOMETER**

- **Tender Enquiry No** : **IISER-PUR-0419-11**

- **Due Date & Time** : **13.10.2011 up to 3.00 PM**
(For submission of Bids)

- **Opening of Technical Bids** : **13.10.2011 at 03.30 PM**

Prospective BIDDERS may download the Tender Documents from IISER's website www.iiserpune.ac.in and submit their offers to The Director, Indian Institute of Science Education and Research, 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pashan, Pune – 411 008, India

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CHAPTER-1. INVITATION FOR BIDS

1. Indian Institute of Science Education and Research (IISER), Pune invites sealed tenders for **Single Crystal X-Ray Diffractometer**. The Technical Specifications are given in **Chapter 4: Schedule of Requirements/Specifications and Allied Technical details** appended herewith.

2. The BIDDERS are requested to give detailed tender in their own forms in two Bids i.e

Part - I : Technical Bid.

Part - II : Commercial Bid.

3. **Contact for information:**

Technical & Commercial contact : In charge Stores & Purchase
Indian Institute of Science Education and Research (IISER), Pune
900, NCL Innovation Park, Dr. Homi Bhabha Road,
Pashan,
Pune – 411 008, India
Tel : +91-020-2590 8017
Fax : +91-020-2590 8186
Website : www.iiserpune.ac.in

4. **The tender document can be downloaded from the IISER website www.iiserpune.ac.in**

5. Supply means: "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If any charges extra are payable for Installation, Commissioning and training, the same should be specified in the commercial offer.

6. **Submission of Bids :**

(i) **Place : Purchase Section of IISER, Pune - 411 008, India.**

(ii) **Time and Date of Submission: Before 3.00 PM on 13.10.2011.**

(iii) **Time and Date of opening Technical Bid: At 03.30 PM on 13.10.2011.**

IISER, Pune will not be responsible, for submission / delivery of quotation at wrong places other than the Purchase Section of IISER, Pune - 411 008, India

7. **Two Bid System :**

The two bid system should be followed for this tender. In this system the BIDDER must submit his offer in **two separate sealed envelopes**. Both the technical bid and commercial bid envelopes should be securely sealed and stamped separately and clearly marked as “**Envelope No.1 – Technical Bid**” and “**Envelope No.2 – Commercial Bid**” respectively. Both the sealed envelopes should be placed in a third larger envelope. The main envelope which will contain both the bids should be super scribed with our **tender enquiry IISER-PUR-0419-11 due on 13.10.2011** and to be submitted to the address given below so as to reach on or before **03.00 PM on 13.10.2011**

**The Director,
Indian Institute of Science Education and Research (IISER)
900, NCL Innovation Park, Dr. Homi Bhabha Road,
Pashan,
Pune – 411 008, India**

The envelopes must be super-scribed with the following information:

- Tender Reference Number
- Due Date
- Name of the Vendor

- **Envelope No. 1 : Shall contain “Technical Bid” and Earnest Money Deposit (EMD)**

The technical offer **should not contain any price information.**

The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation eg. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.

The Technical Offer should comprise of the following:

- (i) Tenders, which are submitted without following the two bid offer system, will summarily be rejected.
- (ii) The technical bid should contain commercial terms with reference to the tender.
- (iii) The technical offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the BIDDER. **Unsigned Tenders will also be rejected.** Failure to comply with this requirement may result in the bid being rejected.

- (iv) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IISER, Pune. The opinion of Technical Committee shall be the guiding factor for technical short listing.
- (v) **Demand Draft/Bank Guarantee for Rs 5, 00,000/- (Rs Five lakhs only) / US \$ 11000.00 (US Dollars Eleven thousand Only) towards Earnest Money Deposit. B.G. will be obtained from Nationalised / Schedule Bank only.**
- (vi) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 10% of the purchase order value by way of Demand Draft in favour of The Director, IISER, Pune.
- (vii) Duly filled in technical bid with proper seal and signature of authorized person on each page of the bid should be submitted and the same should accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature / Brochures with warranty Terms and EMD.
- (viii) The import license is covered under OGL policy of 2007 - 2012.
- (ix) If the bid is for branded makes, authorization letter from principals clearly indicating that the vendor is the competent authority to sell and provide services towards the items mentioned in the scope of supply given in this tender document.
- (x) Agreements / Purchase Orders / Completion certificates if any, for similar equipment to other IISER Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
- (xi) Solvency certificates (not older than twelve months) issued by Scheduled/ Nationalized bank with which BIDDER holds the current account.
- (xii) Copy of LST/CST/WCT No. PAN No. and TIN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of DGS&D registration wherever it is applicable should also be provided in Technical Bid.
- (xiii) A copy of the Un-priced Commercial Bid. (Please see Chapter-5 – Price Schedule).
- (xiv) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (xv) List of deliverables / Bill of materials and services.

- (xvi) Compliance sheet with any deviation with reference to the terms and specifications.
- (xvii) In case of Foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.
- (xviii) Indicate the names of the Indian reputed Organizations where you have supplied similar equipment and may attach the satisfactory performance report of the equipment from user Organization.
- (xix) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem.
- (xx) Duly filled in checklist as per Chapter 7 should be submitted along with the Technical Bid.

Bid documents should be submitted as per the above sequence with Index page and page numbers (including technical literature). Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation.

➤ **Envelope 2 : “Commercial Bid” shall contain:**

- (i) Price schedule complete in all respects with proper seal and signature of authorized person. It should also contain the Comprehensive AMC charges for post warranty period as per the terms of the tender. The optional and any other essential items / accessories required for the maintenance of the equipment for the next ten years should also be specified in the offer separately. Discount offered should be mentioned clearly in the commercial bid only.
- (ii) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.
- (iii) The BIDDERS are requested to quote for Educational Institutional Price for Equipment and software, since we are eligible for the same.

8. Date of opening the Technical Bids.

Technical Bids will be opened on – 13.10. 2011 at 03.30 PM at:

**Indian Institute of Science Education and Research (IISER)
900, NCL Innovation Park, Dr. Homi Bhabha Road,
Pashan,
Pune – 411 008, India**

The Technical bids will be opened in the presence of the BIDDERS on the specified time and date. BIDDERS/Agents who have responded to the tender only will be allowed to be present.

The technical bids will be evaluated to shortlist the eligible BIDDERS. The commercial bids of only the short listed BIDDERS shall be considered for further processing.

BIDDERS whose technical offer is found acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

Note: (i) Please do not insert ‘Commercial Bid’ (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

(ii) No camera mobiles / mobiles are allowed during tender opening.

9. **Formation of Technical Evaluation Committee**

The Technical Evaluation Committee(s) will be constituted by Director, IISER, Pune. He may nominate some external/expert members, in the interest of IISER, Pune.

10. **Terms of the Technical Committee**

(i) A committee duly constituted by the Director, IISER, Pune will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.

(ii) The technical evaluation will be an assessment of the Technical Bid. IISER, Pune representatives will proceed through a detailed evaluation of the Technical Bids as defined in **Chapter IV (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IISER, Pune will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.

(iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune and this criteria/recommendation will also form as a part of short-listing of the firms.

(iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional

information from the existing users at IISER, Pune or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.

11. Evaluation Criteria

- (i) On the due date the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Director, IISER, Pune.
- (ii) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.
- (iii) After the technical evaluation is completed and approved, IISER, Pune shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection.

The commercial offers of the vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them without opening along with their EMD.

- (iv) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening
- (v) The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users views with reference to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
- (vi) In the event of seeking any clarification from various BIDDERS by IISER, Pune, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

12. Opening of Commercial Bids

- (i) IISER will open commercial bids of only the short listed BIDDERS, in the presence of the BIDDERS or their authorized representatives who choose to attend the commercial bid opening. The Date and Time of opening the Commercial Bid will be intimated only to pre-qualified and technically

acceptable BIDDERS for the item at a later date. The representatives of short listed firms only will be allowed for commercial bid opening.

- (ii) The BIDDER's representative who is present shall sign an attendance register as a proof of having attended commercial bid opening.
- (iii) The BIDDER's name, bid prices, discounts, EMD and such other details considered as appropriate by IISER, will be announced at the time of opening.

ONLY TECHNICALLY accepted competitive bids will be considered for placing Purchase Order.

- (i) After the opening the commercial bids, the offer of the BIDDERS will be tabulated with reference to the specifications and compared on FOB basis only.
- (ii) Though the comparison is made on FOB basis, the BIDDERS are required to provide the estimated cost of freight & insurance up to Mumbai i.e. CIF Mumbai.
- (iii) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.

The bid can be submitted in person or through post/courier (IISER will not be responsible for delayed / late quotations submitted / sent by Post / Courier etc. resulting in disqualification/ rejection of any bid) so as to reach IISER on or before the due date and time. Fax / E-mail tenders will not be considered unless it is asked for. The BIDDERS' authorized representative can attend the bid opening.

- 13. No request for extension of due date will be considered under any circumstances.
- 14. No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals'/their authorized agents
- 15. The Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your tender. The name of the IISER Independent External Monitors shall be intimated shortly.

BID REJECTION / BID EVALUATION CRITERIA

The following clause will be applicable against this tender.

IISER, Pune shall be entering into an Integrity Pact with the BIDDERS as per format enclosed vide Chapter - 7 of the tender document. This Integrity Pact proforma has been duly signed digitally by IISERs Pune competent signatory. The proforma has to be returned by the BIDDER (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.

Any bid not accompanied by Integrity Pact Proforma duly signed by the BIDDER shall be rejected straightway.

16. The Director, IISER, PUNE reserves the right to accept the offer in full or in parts or reject summarily or partly.

CHAPTER-2 : INSTRUCTIONS TO BIDDERS

Delivery Period / Timeliness

The deliveries & installation must be completed **within 6 weeks**, after placement of purchase order. The time is the essence of the contract. It is mandatory for the BIDDERS who respond to this bid to meet these expectations, as are tightly linked to IISER, PUNE's plans of completing the project within the time frame.

Locations for the Supply / Services :

The **Single Crystal X-Ray Diffractometer** covered by this document is required to be supplied and installed at IISER, Pune.

1. Eligible BIDDERS

- 1.1 This invitation for bids is open to all BIDDERS who are in the business of supply & maintenance services or BIDDERS who are in business of similar nature for at least three years.
- 1.2 For Branded items, only the authorized distributors / dealers / resellers are eligible to bid. In this case, the authorization certificate to this effect, issued by principals should be submitted along with the Technical Bids.
- 1.3 IISER, PUNE reserves the right to award / reject the order to any particular BIDDER without assigning any reason thereof.
- 1.4 BIDDERS should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.5 BIDDERS should QUOTE strictly in accordance with the requirements. The BIDDERS conditions printed on the reverse of the tender/quote or otherwise sent along with the tender shall not be binding on IISER, PUNE.
- 1.6 BIDDERS shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.7 Based on the list of installations provided by the BIDDER, IISER, PUNE will have its option to obtain details of the equipment, their performance, after sales services etc. for evaluation of the tender, directly from the concerned Labs./Scientists etc
- 1.8 The tenders must be clearly written or typed without any cancellations/ corrections or overwriting.

- 1.9 The makes/brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
- 1.10 Firms which have already supplied similar equipment to IISER, PUNE and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 1.11 Conditional Offers will not be considered.
- 1.12 IISER, PUNE will not provide any accommodation/transportation for the engineers/ representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
- 1.13 The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.

2. **Amendment of Bidding Documents**

- 2.1. At any time prior to the deadline for submission of bids, IISER, PUNE may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document.
- 2.2. All prospective BIDDERS who have downloaded the bidding document may visit IISER, PUNE website for amendments / modifications which will be binding on them

PREPARATION OF BIDS

3. **Earnest Money Deposit (EMD)**

- 3.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs 5,00,000. /- (Rs Five lakh only)** in the form of a Demand Draft drawn on any Scheduled/Nationalized Bank in favour of the Director, Indian Institute of Science Education and Research, Pune. The EMD can be submitted by the BIDDER himself or by his Indian Agent
- 3.2 The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals. In case the BIDDER is not represented by any Indian Agent the Bank Guarantee valuing **US**

\$ 11000.00 (US Dollars Eleven thousand Only should accompany the Technical Bid towards EMD.

- 3.3 The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DD's are not accepted towards EMD.
- 3.4 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee. No interest is payable on EMD.
- 3.5 The EMD will be returned to the BIDDERS(s)/Agents whose offer is not accepted by IISER, PUNE within one month from the date of the placing of the final order(s) on the selected BIDDER(s). In case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the BIDDERS.
- 3.6 **The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract / order failing which the EMD will be forfeited.**
- 3.7 **Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee (from a scheduled Bank only), we prefer to have Bank Guarantee for easy return to the BIDDERS once a decision is taken by IISER, PUNE. (Specimen of Bank Guarantee is enclosed at Chapter - 6).**
- 3.8 The EMD shall be forfeited:
 - 3.8.1 If the BIDDER withdraws the bid during the period of bid validity specified in the tender.
 - 3.8.2 In case a successful BIDDER fails to furnish the Security Deposit.

4. **Security Deposit**

- 4.1 Within ten (10) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the purchase order value in the form of Demand Draft/Bank Guarantee **(from scheduled Bank only)** favoring the Director, Indian Institute of Science Education and Research, Pune. The security deposit should be valid for a period of one year as we plan to extend as Performance Bank Guarantee.
- 4.2 In case of bids in Foreign Currency, the Indian Representative / dealers can submit the EMD / Sight Draft in INR to IISER, Pune without any relaxation.

4.3 The Security Deposit should be valid for a period of one year as we plan to extend the same as Performance Bank Guarantee.

4.4 **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**

5. **Amalgamation/Acquisition etc.:**

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

6. **Period of validity of bids**

6.1. Bids shall be valid for a period of **90 days** from the date of opening the Technical bid.

6.2. IISER, PUNE may ask for the BIDDER’s consent to extend the period of validity. Such request and the response shall be made in writing only. The BIDDER is free not to accept such request without forfeiting the EMD. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.

6.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

SUBMISSION OF BIDS

7. **Deadline for submission of Bids**

7.1 Bids must be received by IISER, PUNE **before the time & date at address specified in the tender.** In the event of specified date for the submission of bids being declared as a holiday for IISER, PUNE, the bid-closing deadline will stand extended to the next working day. No communication is required in such cases, In the event of holiday on due date

7.2 IISER, PUNE may, extend this deadline for submission of bids, this will suitably be notified on the IISER, PUNE website.

8. **Late Bids**

IISER, PUNE will not be responsible:

- 8.1 For delayed / late quotations submitted / sent by post / courier etc.
- 8.2 For submission / delivery of quotations at wrong places other than the Purchase section of IISER, Pune.
- 8.3 Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- 8.4 Any bid inadvertently received by IISER, PUNE after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER.

AWARD OF CONTRACT

9. Award Criteria

- 9.1 IISER, PUNE shall award the contract to the eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- 9.2 If more than one BIDDER happens to quote the same lowest price, IISER, PUNE reserves the right to award the contract to more than one BIDDER or any BIDDER.

10. Purchaser's Right to vary Quantities at the time of Award

- 10.1. IISER, PUNE reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.
- 10.2. Firms which have already supplied similar equipment to IISER, PUNE and have not completed required installation/commissioning/after sales service/ warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.

11. Cargo Consolidation and Customs Clearance:

IISER, PUNE has appointed its own Freight Forwarder and Custom House Agent for all IISER, imports. Please note that all the consignments have to be routed through their associates only. The address and contact details will be provided at the time of placing the Purchase Order. While submitting your bid, you may confirm this condition.

12. Corrupt or Fraudulent Practices

IISER, PUNE requires that the BIDDERS who wish to bid for this project have highest standards of ethics.

12.1. IISER, PUNE will reject a bid if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

12.2. IISER, PUNE may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract

13. **Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, IISER, PUNE's interpretation of the clauses shall be final and binding on all parties.**

CHAPTER - 3 : CONDITIONS OF CONTRACT

1. Price

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. BIDDER may bid in Foreign Currencies on behalf of their Principals or in INR.
- 1.3. The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in Indian Rupees as well as in Foreign Currency.
- 1.4. In case of foreign currency bids, the price criteria should be on F.O.B. basis.
- 1.5. Packing, forwarding, freight, insurance and commissioning charges, if any extra may be quoted separately in Commercial Bid.
- 1.6. In case your quote is Ex-works/F.O.B basis estimated insurance coverage charges may please be indicated.
- 1.7. CIF, Mumbai value both by Airfreight and Ocean freight.
- 1.8. In case of Foreign Quote, the mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (By Air India Freight) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
- 1.9. In case of INR bids the price criteria should be on F.O.R., IISER, PUNE. Govt. Levies like central excise duty, sales tax, octroi, WCT etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any. Please note that IISER is exempted from payment of Excise duty vide Govt. Notification No.10/97-Central Excise dated 1st March,1997.
- 1.10. IISER, PUNE is exempted from payment of Custom Duty vide Govt. Notification No.51/96-Customs dated 23rd July, 1996. However as per the Govt. of India further notification No.24/2002-Customs dated 1st March, 2002 notification No.19/2006Customs dt. 01.03.2006 Custom Duty is levied on all import meant for IISER, PUNE. Since the suppliers are requested to quote only on FOB basis freight, insurance and custom duty as applicable to Education and Research Institutions will be paid by IISER, PUNE.
- 1.11. BIDDERS may also bid for High Sea sales.

- 1.12. The actual Sales Tax Percentage (without Form “C”) if any, should be specified.
- 1.13. Please provide TIN no. of the firm along with the CST/WCT No. allotted by the concerned authorities in your quotation.

2. **Bank Charges**

All Bank charges inside India, including opening of LC, to IISER, PUNE Account and outside India to Beneficiary’s Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary’s account. This may please be noted and confirmed.

3. **Agency Commission & Services**

- 3.1. The Indian Agency commission payable in Indian currency only after the receipt of consignment in good condition at our Stores and satisfactory installation and commissioning of the ordered equipment.
- 3.2. In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission and taxes if any payable to him. Such amounts will be paid in Indian Currency to the Indian Agent.
- 3.3. Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.

4. **Delivery Schedule**

- 4.1. The BIDDERS may please note that the delivery of the system should be strictly within 6 weeks from the date of placement of firm order.
- 4.2. Goods should not be dispatched until the Vendor receives a firm order.

5. **Security Deposit**

The BUYER will forfeit the 10% security deposit if BIDDER fails to execute the order as per the Purchase Order. This Security Deposit will be refunded to the vendor only on successful installation of the **Single Crystal X-Ray Diffractometer**.

6. **Performance Bank Guarantee**

The 10% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of warranty period.

7. **Performance Benchmarks**

The technical evaluation committee needs to be provided with an evaluation system to carry out performance benchmarks.

8. **Pre-installation :**

The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in IISER, Pune the BIDDER shall confirm that the pre-installation requirements are sufficient for installation of the equipment. In other words the BIDDER should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation.

9. **Installation**

9.1. BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.

9.2. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.

9.3. After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested by you to adhere to minimum down time.

10. **Warranty / Support**

10.1. The items covered by the schedule of requirement shall carry minimum **three years of comprehensive warranty** from the date of acceptance of the equipment by IISER, PUNE. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.

10.2. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.

- 10.3. The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- 10.4. The BIDDER shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- 10.5. The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contract the Principal's vendor support Centre on a toll free number/web/mail.
- 10.6. An undertaking from the manufacturer is required in this regard stating that they would facilitate the BIDDER on regular basis with technology / product updates & extend support for the warranty as well.
- 10.7. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 10.8. The principal vendor must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.
- 10.9. Details of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract / Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.

11. **Annual Maintenance Contract**

- 11.1. The BIDDERS should also quote for Annual Maintenance Contract after warranty for subsequent years.
- 11.2. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.
- 11.3. Mention the charges for comprehensive maintenance contract separately in **Commercial bid** (for post warranty period).

12. **Indemnity**

The vendor shall indemnify, protect and save IISER, PUNE against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipments supplied by him.

13. **Freight & Insurance**

13.1. Imports : In case of imports the freight & insurance will be paid by IISER, PUNE, as the consignments are shipped through the IISER, PUNE nominated freight forwarder.

13.2. Indigenous : The equipments to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IISER, PUNE site in case of Rupee transaction.

14. **Payment**

14.1. For Indigenous items, 90% payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank Guarantee for 10% of the total order value, to be valid for One Year from date of installation and acceptance. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period.

14.2. For imported items, 90% payment shall be made by Sight Draft / an Irrevocable Letter of Credit established in favour of the supplier through the State Bank of India, Deccan Gymkhana Branch, Pune 411 004 (India) for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents. Balance 10% will be released after completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training and upon receipt of Bank Guarantee for 10% of total Order value towards performance security to be valid for one year from the date of installation. However Letter of Credit/Sight Draft arrangement will be made for 100% order value.

The Agency Commission to the Indian Agent will be paid in INR only after successful installation, commissioning and satisfactory demonstration and acceptance of the items ordered for by the end user.

14.3. The payment of local currency portion shall be payable in equivalent Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.

15. Penalty for delayed Services / LD

- 15.1. As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the IISER will forfeit EMD/SD and also LD clause will be applicable /enforced.
- 15.2. If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
- 15.3. IISER, PUNE reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

16. Jurisdiction

The disputes, legal matters, court matters, if any, shall be subject to Pune Jurisdiction only.

17. Force Majeure

IISER, PUNE may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful BIDDER's premises.

18. Arbitration

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (IISER, PUNE or the BIDDER) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be IISER, PUNE India. The jurisdiction of the courts shall be Pune, Maharashtra, India.

In Charge Stores & Purchase
IISER, PUNE

CHAPTER 4

SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

SINGLE CRYSTAL X-RAY DIFFRACTOMETER

Single Crystal X-ray Diffractometer

Important technical requirements: *The expected configuration and geometry needs to support High Flux Density and Quick Data Collection. This is a necessity as the projects involve investigation of small crystals (of the order of 0.05x 0.05 x 0.05mm), materials with significantly large unit cells (up to 50 Å) and complexities in terms of twinning, disorder etc.). Some projects would involve samples mounted inside a Borosilicate or Polyethylterephthalate capillary or a tiny glass chamber with a Kapton window this could cause significant but acceptable absorption losses which again exemplifies the need for high flux density x-rays with minimal beam divergence.*

Note: The numerical values mentioned below are expected accuracies anything better with newer technology would be attractive.

Technical Specifications

1. **Safety:** As per the highest international standards, fully x-ray protected enclosure safety system is essential. The instrument must comply with the requirements of the Machinery Directive 2006/42/EC. In addition, the instrument is in conformity with the EC Directives 2006/95/EC relating to electrical equipment and 2004/108/EC relating to electromagnetic compatibility. All EC declaration of conformi certificates is essential.
2. **Generator & Source:** Computer control, Automated High stability, high voltage power supply generator and Cu – anode metal ceramic Micro- focus source with all essential optics for the computer controlled data collection of highest current standards.

- | | |
|---|--|
| (i) Beam divergence (mrad) | < 8.0 |
| (ii) Spot size (mm) | < 0.2 |
| (iii) Flux density (cps/mm ²) | 1x10 ⁹ to 1x10 ¹⁰ |
| (iv) Relative diffracted intensity for small crystals (within one wavelength) | > 50 times the standard Cu sealed tube with Graphite |

3. **Goniometer:** Four-Circle Kappa goniometer along with two mounted test crystals. It is necessary that the goniometer is of a design which can be recalibrated on-site and return factory is not required. The minimum 2 Theta angle of the goniometer must be a minimum of 155 degree.

The detector carriage or Theta arm shall be integrated into the system in such a way that the distance from the centre of the sample to the detector is variable, with high accuracy, over a substantial range of not less than 50 – 150 mm.

To ensure a cost effective means of upgrading the instrument at a later date, the Theta arm shall have a universal mount which is compatible with the Vendor's full range of detectors, both CCD and point.

Horizontal goniometer, XYZ Goniometer head

Angular range	360 ⁰
Smallest addressable increment:	< 0.0003 ⁰
Angular speed:	20 ⁰ /s
Accuracy:	0.005 ⁰
Reproducibility:	< 0.0003 ⁰
Sphere of confusion:	<10 micrometer (smallest crystals)
Phi-Chi Scan with accuracy of	<0.02 ⁰
Reproducibility	<0.003 ⁰

4. **Detector:** Charged Coupled Device (CCD) or Air cooled Complementary Metal Oxide Sensor (CMOS) area detector with highest sensitivity and latest technology with 1:1 data acquisition and processing and the possible highest speed and low noise (gain for Cu and Mo source should be specified). The detectors of the high-end technology should be quoted. The design of the CCD Detector should be such that it has no spatial distortion in order to achieve better spatial resolution with all necessary accessories/optics for using in Mo or Cu radiation.

5. **Integrated software:** (a) WINDOWS / LINUX based application software for data processing, structure solution (automatic and or manual), refinement and instrumental control for single crystal, twins, low/high temperature, high pressure, charged density and modulated structure. The software should be able to perform complete data acquisition, absorption correction, scaling, space group determination, structure determination and final report generation for publication purpose.

For Data Collection Strategies, the software shall come with Predefined runs including Sphere, Hemisphere and Quadrant. Optimized runs shall provide for completeness/coverage as well as the facility for user defined runs. Software shall allow easy change of exposure time, scan ranges, scan width and detector distance and provide automatic re-measurement of overflow frames, automatic dark image acquisition and optional reference frames for tracking decaying samples. Integration of data sets collected with variable exposure times for different angular range or resolution windows (e.g. 10sec for resolution of $<5\text{-}1.0\text{\AA}$ and 30s for $1\text{-}0.83\text{\AA}$). The offered software must include software for Structure determination. The offered data acquisition software package must be compatible with SHELX, WinGX and SADABS.

(b) Software for functional display and intelligent data processing of Powder Diffraction images and Cylindrical Debye-Scherrer View to analyze complete powder pattern from multiple frames.

6. **Low Temperature Attachment** - The diffractometer shall be equipped with a low temperature device based on the use of liquid nitrogen (LN₂), which must be capable of maintaining a stable sample temperature of 80 to 400°K, (preferably to 500°K) with an error not larger than $\pm 1^\circ\text{K}$ over the whole temperature range. A liquid nitrogen storage tank for 100 litres with auto fill accessory and necessary valves should be included.

7. **Installation:** All necessary items to install the above system should be quoted other than Power Supply.

8. Essential Accessories:

- 1) Cryo Loops of different dimensions for crystals mounting and Lindeman capillaries.
- 2) Leica polarizing Optical microscope with image grabbing to facilitate the mounting of micron level crystals and grabbing the images.
- 2) 5 goniometer heads, capillary glasses and any other crystal mounting accessories
- 4) Computers: branded computer with i5 processor, 8GB RAM, 1TB HDD with DVD drive and 21 inch LCD Monitor.
- 5) Colour Lesser Printer
- 6) UPS System: 30 kVA On-line UPS with 3 phase input and output with SMF batteries for 60 minutes back-up.

9. General:

- 1) All the relevant technical details of function of the each device should be enclosed.
- 2) Down-time call attendance should be within 24 hrs.
- 3) Warranty desired: 1 year for the complete unit including consumable items. However the warranty of the micro-focus X-ray source and detector should be for three years.

- 4) Licenses for all the desired software for data collection, refinement and analysis should be available. No public domain software is acceptable.
- 5) Supply of all the relevant manuals and documents in printed format.
- 6) Annual Service Contract: Annual service contract should be quoted along with the price, separately.
- 7) Installation, commissioning and Application Training: After successful installation of the machine, free of cost training at site for minimum 10 working days for a group of students/technical staff must be provided to operate the instrument and complete structure determination/solution.
- 8) Additional application training on Chemical Crystallography at manufacturing site.
- 9) List of users for similar systems in India.
- 10) Vendor should undertake the responsibility for availability of spares for the next 10 year after installation/discontinuation of the system/model.

CHAPTER-5 : PRICE SCHEDULE

Bill of Material and Price Schedule

The Bill of materials must be included in the technical offer as well as commercial offer.
However the Technical offer should not contain any price information.

ALL THE BIDDERS SHOULD QUOTE THEIR OFFER IN FOLLOWING FORMAT FOR UNIFORMITY

Sr. No.	Item Description	Quantity	Rate	Total Amount. Currency.
	Total Ex-Works			
	FOB/FCA Charges			
	FOB/FCA Price, <u>Name of Port.</u>			
	CIF/CIP Charges			
	CIF/CIP Price, <u>Name of Port.</u>			
Amount in Words:				

Discount if any, should be shown accordingly

Optional items

Sr. No.	Item Description	Quantity	Rate	Total Amount. Currency.

Indigenous Supply (Local Supply)

Sr. No.	Item Description	Quantity	Rate	Total Amount. Currency (Rs)
Total				
(+) Taxes etc.				
Grand Total				
Amount in Words (in Rs)				

CHAPTER – 6 : BID SECURITY FORM

Whereas _____¹(hereinafter called “ the BIDDER”) has submitted its bid dated _____(date of submission of bid) for the supply of _____(name and/or description of the goods)(hereinafter called “the Bid”).
KNOW ALL PEOPLE by these presents that WE _____(name of bank) of _____(name of the country), having our registered office at _____(address of bank)(hereinafter called “the Bank”), are bound unto _____(name of Purchaser) (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. THE CONDITIONS of this obligation are:

1. If the BIDDER withdraws it’s bid during the period of bid validity specified by the BIDDER on the Bid Form; or
2. If the BIDDER, having been notified of the acceptance of it’s bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required ; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to BIDDERS.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it , owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to one year after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

¹ Name of BIDDER

CHAPTER – 7 : PRE CONTRACT INTEGRITY PACT

The specimen of the Pre-Contract Integrity Pact which is part of tender documents is as follows:-

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month _____ 2011 between the Indian Institute of Science Education & Research, 900, Innovation Park, Dr. Homi Bhabha Road, Pune-411008 (herein after referred to as 'BUYER'), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the " BIDDER / Seller" , which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes to procure single crystal x-ray diffractometer and the BIDDER / Seller is willing to offer / has offered the stores and

Whereas the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Department of the Government of India under Ministry of Human Resources performing functions on behalf of the President of India.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER

3. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, Consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the BUYER's Organisation.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized Govt. sponsored Export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt

practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of BIDDER on any person acting on behalf of BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years -immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS' exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money/Security Deposit

5.1 While submitting commercial bid, the BIDDER shall deposit an amount * _____ (to be specified in RFP) as Earnest Money/ Security Deposit with the BUYER through any of the following instruments:

- i. Bank Draft or a Pay Order in favour of the BUYER payable at location of/specified by the BUYER.
- ii. A confirmed guarantee by an Indian Nationalized Bank, promising

payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER(s) on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violation

Any breach of the aforesaid provisions by the BIDDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following action, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money (in pre - contract stage and /or/ Security deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the BUYER to the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty

bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest,

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take or any of the actions mentioned at para 6.1 (i) to (x) of the Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitors appointed for the purpose of the Pact.

7. **Fall Clause**

7.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Defence/ Public Sector Undertakings/Public sector undertakings/Ministry of Defence and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Defence Public Sector Undertakings/Public Sector Undertaking/Ministry of Defence at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent External Monitor(s)

- 8.1 The BUYER is in the process of appointing independent Monitors (herein after referred to as Monitors), for this Pact in consultation with Central Vigilance Commission.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the IISER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER(s) / Contractor(s) / Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BUYER and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the Director IISER, Pune within 8 to 10 weeks from the date of reference or intimation to him by the BUYER and BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Pune.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or till the complete execution of the contract to the satisfaction of both the BIDDER and the BUYER, whichever is later.
- 12.2 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 intentions

13 The Parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
IISER Pune

BIDDER

Witness

Witness

1. _____

1. _____

2 _____

2 _____

CHAPTER – 8 : Checklist: Eligibility Criteria for BIDDERS

BIDDERS to indicate whether the following are enclosed by striking out the non-relevant option.

S.No	Particulars	Documents Attached	Page No
1	Two separate bids duly filled in and signed in sealed envelopes (i) Technical (ii) Commercial	(Yes / No)	
2	The Demand Draft/BG for Rs.5,00,000/- towards Earnest Money Deposit	(Yes / No)	
3	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee.	(Yes / No)	
4	Whether Pre-Contract Integrity Pact enclosed	(Yes / No)	
5	Authorization letter from Principals enclosed	(Yes / No)	
6	Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) as applicable	(Yes / No)	
7	Agreements / Purchase orders / Completion certificates, if any, from the clients for whom similar supply has been made by the BIDDER in last three years	(Yes / No)	
8	Solvency certificate (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	(Yes / No)	
9	Copy of PAN No. allotted by the concerned authorities	(Yes / No)	
10	A copy of the Un-priced Commercial bid	(Yes / No)	
11	List of deliverables as per Chapter- 4	(Yes / No)	
12	Copy of ISO 9002 or equivalent Certificate	(Yes / No)	
13	Copy of DGS&D Registration if any.	(Yes / No)	
14	Compliance sheet with any deviation w.r.t. the terms	(Yes / No)	
15	Acceptance of IISER, PUNE Cargo Agent	(Yes / No)	
16	Bank charges agreed for outside India (Chapter-3, S.No.2)	(Yes / No)	
17	LD clause agreeable.	(Yes / No)	
18	Supply of spares for 10 years	(Yes / No)	
19	Amalgamation/Acquisition: Successor agreeable to fulfill the contractual obligations.	(Yes / No)	
20	Acceptance of warranty period and Free replacements during warranty period	(Yes / No)	

IMPORTANT NOTICE

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. IISER PUNE WILL PROCESS THE TENDER AS PER IISER PUNE STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. IISER PUNE WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHOSE BIDS ARE REJECTED.

I agree to all terms and conditions mentioned in the tender document of the Institute

Signature of the Tenderer