

TENDER FOR LAB EQUIPMENTS:

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INVITATION FOR BIDS

Sealed and superscribed **Two-Part** bids are invited for supply of the following equipments.

I. FLUORIMETER - 1 No

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|-------------------------------------|---|--------------------------------------|
| 1. TENDER NO. | : | IISER/PUR/4941/14 |
| 2. DUE DATE | : | 13 th January 2015 [4 PM] |
| 3. DATE OF OPENING OF TECHNICAL BID | : | 14 th January 2015 [3 PM] |
| 4. DATE OF OPENING OF PRICE BID | : | Will be notified later. |
| 5. COST OF TENDER # | : | Rs. 500 + 4.04% VAT |
| 6. EMD [BID SECURITY] ** | : | Rs. 1,50,000/- |

SPECIFICATIONS:

The fluorescence spectrophotometer in a T geometry configuration, should be capable of steady-state fluorescence intensity, automatic T format anisotropy measurements and solidstate photoluminescence with high sensitivity with the following specifications and features:

- (1) The system should be of modular design (**T -Geometry**) in one platform with all the elements including illumination source, the excitation and emission monochromators, the sample chamber, fluorescence detectors, other related electronics.
- (2) Light source (steady state): **Xe lamp. 450 W** intense broadband cw Xe lamp for excitation from UV to near JR. Enhanced light collection and focusing for maximum efficiency at all wave lengths. Superior optical design to aberration corrected lenses to eliminate chromatic aberration maximally.
- (3) **Excitation double Monochromator:** Czerny-Turner type, 300 nm blazed Wavelength range: 185-1550 nm; band-pass: continuously adjustable 0-20nm, Wavelength resolution: 0.05 nm or lower. Sensitivity: 6000: 1 or more
- (4) **Emission double monochromator:** 2 numbers
 - (i) Czerny-Turner type 500 nm blazed. Wavelength range: 185-850 nm; band-pass: continuously adjustable 0-15 nm; Wavelength resolution: 0.05 nm or lower; accuracy: +/-0.05 nm.

(For normal channel)

- (ii) Czerny-Turner type, 900 nm blazed.
Wavelength range: 350-1550 nm; band-pass: continuously adjustable 0-15 nm; Wavelength resolution: 0.05 nm or lower; accuracy: +/-0.05 nm.

(For IR detection channel)

- (5) **Detector:** Reference Photodiode for excitation correction for 185 nm-1550 nm. Emission detector:

- i) PMT with high sensitivity in photon-counting mode.
PMT range required: 200 -850 nm
- ii) Liquid N₂ cooled InGaAs type photodiode detector (800-1550 nm)

- (6) **Fluorescence Anisotropy:** Automated T-format GlanThompson polarizers. The anisotropy parameters should be programmable with the software so that it can be measured directly by using the software.
(In the normal channel)

- (7) **Solid State photoluminescence**

- a) Sample Size: 2.5 mg (minimum) (powder or thin film)
- b) Sample holders (Front face accessory): powder, thin film -capable of rotational trace
- c) Non water condensing, software controlled cryostat: 77 K -373 K sample chamber only.
- d) Integrating Sphere (external)(absolute PLQY) with Spectralon: Sphere size (6inches, minimum), with calibrated sphere with various size sample holders for solids (powders, films etc.) and liquids.
- e) The system should be capable of measuring absolute PLQY for both solid and liquids.
- f) Software for absolute and relative PLQY calculations and CIE colour-chromaticity plotting and analysis

- (8) Liquid Sample chamber:

Standard single cell holder.

Thermostatted single cell holder equipped with magnetic stirring option. Equipped with Peltier based temperature controlled device: to chamber temperature ranging -10°C -110°C with accuracy +/-1.0 °C or better with all related accessories.

Equipped to purge the sample chamber with nitrogen. Injector port which allows small volume via micropipette to sample without removing sample chamber lid.

- (9) Quartz Cuvettes: 10 mm standard cuvette -6 number

Micro cuvette -50 ul volume -3 numbers

Semi-micro cuvette -250 ul volume -3 numbers

Semi micro cuvette -500 ul volume -3 numbers

The micro cuvettes with proper microcell adapters for use in standard cell holder should be provided.

- (10) **Software:** Software must be able to do data acquisition, display, and all other post acquisition analysis
- (11) **Computer:** The state-of-the art computer should be supplied with windows based operating system loaded with the system softwares with printer.
- (12) A suitable UPS of reputed make should be provided along with the system.
- (13) The system should come with a 3 yrs warranty of all the parts including but not limited to light sources, detectors, Peltier unit, computer and softwares, and UPS.
- (14) Any other accessories compatible and for future expansion (phosphorescence lifetime) may be quoted as optional.

Optional

1. Filter set kit along with appropriate filter holders for use with instrument. Long pass filter: cut off wavelengths 345, 400, 445, 515 nm
Bandpass filters: 10 nm bandpass filters; peak transmittance wavelength covering the region 280 nm to 650 nm.
NOTCH filters and Neutral density filters.
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II. FIBRE SPLICER CUM GLASS PROCESSOR – 1 No

1. TENDER No. : IISER/PUR/4911/14
2. DUE DATE : 13th January 2015 [4 PM]
3. DATE OF OPENING OF TECHNICAL BID : 14th January 2015 [3 PM]
4. DATE OF OPENING OF PRICE BID : Will be notified later.
5. COST OF TENDER # : Rs. 500 + 4.04% VAT
6. EMD [BID SECURITY] ** : Rs. 1,60,000/-

SPECIFICATIONS:

Item No	Speciality fibre splicer cum fibre processor characteristics	Specifications
1	Fiber types	Single Mode Fibre, Multimode Fibre, Polarization maintaining fiber, Photonic crystal fiber, Hollow core fiber, soft glass fiber, chalcogenide glass fibre
2	Maximum fibre diameter	500µm- 1mm
3	Splicing of speciality fibre mentioned in Item No. 1	Required
4	Tapering of speciality fibers mentioned in Item No. 1	Required
5	Taper Length	>12cm
6	Ball lensing of speciality fibers mentioned in Item No.1	Required
7	Imaging system for viewing fiber ends	Required
8	Data or publications, preferably from third party, to confirm the capability of equipment to splice, taper and ball lensing of speciality fibres	Must provide splicing data (with pictures) at least for Photonic crystal fibre, Hollow core fibre, soft glass fibre e.g. chalcogenide fibre. If available, provide tapering and ball lensing data as well.
9	Warranty for 1 year	Required
10	Compatibility of splicer with other fibre cleavers	Please mention what fibre cleavers could be used to prepare the fibres.

Optional items

1	Extended warranty for 2 years	Please quote
2	Fibre Cleaver compatible with speciality fibre types (accessory)	Please quote

Additional Information:

1	List of installations in India	Required
2	Support and service details in India	Required

Note: Quotes should be inclusive of freight, insurance (CIP Trivandrum), installation and commissioning.

III. LIQUID HELIUM PLANT - 1 No

SCHEDULE

1) TENDER NO.	:	IISER/PUR/5096/14
2) DUE DATE	:	13th January 2015 [4 PM]
3) DATE OF OPENING OF TECHNICAL BID	:	14th January 2015 [3 PM]
4) DATE OF OPENING OF PRICE BID	:	Will be notified later.
5) COST OF TENDER #	:	Rs. 500 + 4.04% VAT
6) EMD [BID SECURITY] **	:	Rs. 9 Lakhs

SPECIFICATIONS:

A) Required Liquefying capacity 10 to 15 liters per hour, with 2% air impurity in feed helium gas without liquid nitrogen pre-cooling, as measured by the method of level rise in the Mother Dewar at nearly atmospheric pressure. The system should operate with electrical power supply of 415 VAC + or - 10%, 3-phase, 50 Hz.

B) Cold Box:

- Integrated automatic helium re-purifier capable of handling up to 15% air impurity in feed gas.
- Liquid nitrogen pre-cooling facility. Specify the liquefying capacity with the liquid Nitrogen pre-cooling facility.
- Fully pre-programmed PLC Control panel with suitable operator panel.
- Full automatic control for cool-down, operation and shut-off with adequate safety devices for un-attended operation.

C) Compressor:

- Rotary screw type recycle compressor, (offer for both air cooled & water-cooled version) what are the other types of compressor?
- Oil removal system and Gas management panel.
- Line drier unit capable of handling moisture contents in the feed helium gas containing up to 20% air, assuming atmospheric conditions of our Institute location in India.

D) Liquid Helium Dewar (Mother Dewar):

- Liquid helium Dewar of 1000 liters capacity.
- Liquid level sensors and local digital indicator directly calibrated in liquid liters.

- ➔ Equipped with mountings viz. Liquid withdrawal port, electrical pressure building system, compound manometer, safety valves, vent valves, vibration damper, rupture disc etc.,

E) Essential Accessories:

- 1) Pure gas buffer gas-vessel suitable for the above liquefier when operating with pre-cooling.
- 2) Remote co-axial delivery tube compatible with the Mother Dewar.
- 3) Supply of two numbers of Recovery helium gas balloon (capacity around 10 cubic meters, roof hanging type) with suitable relief valves and supports but without level sensors.
- 4) External cryogenic charcoal adsorber with accessories like heater, hose pipes, interconnecting pipes etc.
- 5) High pressure Helium-gas recovery gas-compressor (~30 cubic meters per hour capacity, 200 bar operating pressure, air cooled, silent version) with built-in purification system, electronic control with intermediate pressure/temperature monitoring along with the complete set of consumable spares.
- 6) Instrument air compressor with suitable inbuilt refrigerated drier unit.
- 7) Remote monitoring and control system on PC for remote on/off: process visualization with dynamic display, trend recording, display of control loop status and with remote diagnostics facility including necessary desktop with preloaded software, 22 Inch LED monitor, software package/ license etc.
- 8) Complete piping kit and associated components the installation of the system.
- 9) Maintenance toolkit should be provided for routine maintenance of the system.
- 10) Technical assistance/Supervision of installation, commissioning of the plant: If the installation of other components, which includes plant room layout, piping layout, welding, installation of interconnecting pipes, leak testing, fixing/clamping at site done by a third party.
- 11) Operator training for the liquefier at our site.
- 12) Final performance & acceptance test of helium liquefier as mentioned in the above offer at our site.
- 13) Operation and maintenance manual (both soft & hard copy)

F) Warranty: 24 months from the date of commissioning.

G) Optional Accessories:

- (1) Installation of the liquefier and other components, which includes plant room layout, piping layout, welding, installation of interconnecting pipes, leak testing, fixing/clamping at site.
- (2) Inspection, testing and training of one Institute engineer at the suppliers' works during tests, performance and shop acceptance of the whole liquefier. The offer is understood to include all the expenses for inspection and training including round trip economy fare, stay etc. of the engineer.
- (3) Flexible transfer Siphon for liquid withdrawal from the mother dewar to the transport dewar supplied with suitable godard coupling matching the above liquid helium transport dewars.

- (4) External chiller unit of suitable capacity for the feed compressor.
- (5) Major maintenance kit for the compressor and the cold box (consumable & nonconsumable).
- (6) AMC for five years from the date of completion of standard warranty period.

H) Essential requirements for helium liquefier

- (1) The offered model and type of the liquefier should be highly energy efficient, less in maintenance cost, rugged and highly reliable in operation and control.
- (2) The offer must confirm that the liquefier is capable of unattended, fully automatic, foolproof and fail-safe operation and is equipped with adequate number of Annunciators, Alarms and Safety devices. It must also contain the description and operation of such automation systems and devices. 3 4 5
- (3) The liquefier must be operable on the electrical supply parameters available at the Institute as: 415 V AC plus or minus 10%, 3-phase, 50 Hz. The offer must certify that all the machinery, equipment, instruments and controls will keep working and will remain safe at these parameters of electrical supply
- (4) The offer must certify that, in case the electrical supply parameters change beyond the range given above, the system may shut-down but all its components will remain safe from any damage.
- (5) The offer must confirm that the liquefier operating procedure will allow transfer of liquid helium from the Mother Dewar into child dewars without adversely affecting the liquefaction process in any mode of operation
- (6) The offer must give performance data on guaranteed liquefying rates in various operating modes viz. (a) With and without liquid nitrogen pre-cooling (b) With various purities of feed helium gas starting from 99.995% to 80%.
- (7) The offer must certify that the liquefier and its components will safely withstand the site conditions of our institute.
- (8) The offer must contain full details of the electric power requirements of all components, air and water requirement, floor preparation if needed, requirement of duct if any and other utilities required.
- (9) The offer must furnish preventive maintenance schedules for the liquefier and its components inclusive of mechanical, electrical and electronic systems viz. cold box, compressor, pumps, meters, switch gears, control circuit etc.
- (10) The offer must contain the shape, size, weight and utility requirement of each equipment, component and instrument along with its suggested layout, piping arrangement, wiring diagram, required site conditions etc., as the case may be.
- (11) The offer must contain shipment packing size, weight and volume of each equipment and component.
- (12) The offer must list all the utilities that are expected from the Institute viz. Electric power (KVA/KW load of each equipment), Chilled water (pressure, flow rate and temperature rise i.e. tonnage of refrigeration consumed), Atmospheric cooling air (Fan specifications, Duct sizes, Free space required around units etc., if required), Type of floor, Ceiling height, Lifting arrangements for installation and disassembly for maintenance

(Clarify the method of lifting and the ceiling height needed at the time of installation and for maintenance at a later stage).

- (13) The offer must confirm that the warrantee will start from the date of satisfactory commissioning in the Institute.
 - (14) The offer must state delivery time, payment terms, warranty terms, AMC terms, number of years that the spares support is likely to be available, Type of after-sale and maintenance support available from the suppliers and their representatives in India.
 - (15) The supplier should have supplied at least one similar plants in India with the necessary documents should be supported with the offer. Offers not complying this clause will not be considered.
 - (16) The offer must contain the names and addresses of the organizations where similar liquefiers have been supplied in recent years in India and abroad along with the respective commissioning dates and contact details of the concerned person/so
 - (17) Validity of the offer should be 120 days from the date of opening of the tender
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NOTE: PLEASE PROVIDE ITEMIZED QUOTES FOR EACH COMPONENT OR EQUIPMENT MENTIONED CLEARLY.

TERMS & CONDITIONS

- 1) **Separate Bid with Tender No. & Item Name shall be separately sent for each Tender**
- 2) Instructions to Bidders [Annexure I] shall be followed.
- 3) # Tender cost in the form of DD favouring IISERTVM shall be sent along with 'Technical bid'.
- 4) **Integrity Pact (for item 3) [Annexure III] shall be completed, signed, sealed and sent alongwith Technical Bid.**
- 5) **Bid Security [refundable without any interest] shall be as per clause 1.15 of Annexure I and shall also be sent alongwith Technical bid. Incase the Bid security is provided by Bank Guarantee, specimen for the same is at Annexure II.
- 6) Clause 1.10[Bid Form] of Annexure I is **not** applicable for this Tender.
- 7) **Tenders without Tender Cost, Bid Security and Integrity Pact [for item 3] shall not be considered and summarily to be disqualified from participating tender.**
- 8) **Tender Opening:**
All tenders will be opened at GEM Building. Authorized representatives of the bidders may attend the Tender Opening.

TWO – PART TENDER

PART I – TECHNICAL BID:

Consisting of all Technical details alongwith commercial terms and conditions. DD towards Tender Cost, Bid Security [EMD] and Integrity Pact signed shall be sent alongwith Technical bids, Clientele list and details of TWO major installations in India.

PART II – PRICE BID:

Showing item-wise prices for the items mentioned in the Technical Bid.
The technical bid and the Price bid should be in separate sealed and superscribed covers. Both these covers are to be put in a sealed bigger cover superscribing Tender No and due date. Technical bids will be opened first and after evaluation, price bids of only the shortlisted bidders will be opened.

**DEPUTY REGISTRAR
[PURCHASE & STORES]
IISERTVM**

INSTRUCTIONS TO BIDDERS

1.1. ELIGIBLE BIDDERS.

1.1.1 This Invitation for Bids is open to all suppliers.

1.1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

1.2. COST OF BIDDING

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3. FRAUD AND CORRUPTION:

1.3.1 The purchaser requires that the bidders/suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts.

1.3.2 The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
The Bidding Documents

1.4. COST OF BIDDING DOCUMENTS

1.4.1 Interested eligible bidders may download the document from our Website. However the bid document cost to be paid during the submission of the bid.

1.5. CONTENT OF BIDDING DOCUMENTS

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. **Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.**

1.6. CLARIFICATION OF BIDDING DOCUMENTS

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing via fax/email. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

1.7. AMENDMENT OF BIDDING DOCUMENTS

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

- 1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by e-mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.
- 1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, while in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.
- 1.7.4 In case of any amendment to the bid, it will be done at least 7 days before due date and will be published in website. Bidders are required to keep this in view before submission. Normally extension of due date will not be entertained. However in special cases if due date is extended, it will be notified under the same tender notice before 3 days of due date.

PREPARATION OF BIDS

1.8. LANGUAGE OF BID

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.
However of GOI makes it mandatory under Rajbhasha Abhniyam in that case views of Rajbhasha unit of IISER-TVM may be sought.
- 1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9. DOCUMENTS COMPRISING THE BID

- 1.9.1 The bid prepared by the Bidder shall include:
- a) Bidder Information
 - b) Bid security as specified in the Invitation to Bids.
 - c) Service support details
 - d) Deviation Statement if any.
 - e) Performance Statement.
 - f) Manufacturer's Authorization.
 - g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
 - h) Bid form.
 - i) Documents establishing goods eligibility and conformity to bidding documents.
 - j) Applicable Price Schedule Form.
 - k) DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

1.10. BID FORM AND PRICE SCHEDULE

- 1.10.1 The bidder shall complete the Bid with the appropriate price schedule.

1.11. BID PRICES

- 1.11.1 The Bidder shall indicate on the appropriate price schedule, the unit prices and total bid prices of the goods it proposes to supply under the contract.
- 1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

(A) FOR GOODS MANUFACTURED WITHIN INDIA

- (i) The price of the goods quoted Ex-works including taxes already paid.
- (ii) VAT and other taxes like excise duty etc [**shall be shown extra**] which

will be payable on the goods if the contract is awarded.

a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule.

b. The installation, commissioning and training charges including any incidental services, if any.

(B) FOR GOODS MANUFACTURED ABROAD

Bidders are required to show break-up of Ex-works [which should include packing and handling charges], FOB/FCA and CIF/CIP price in the quotation. IISERTVM has a mechanism for consolidation and customs clearance. The consolidators will be nominated for this purpose at the time of awarding the contract if desires so.

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule.

(ii) The charges for insurance and transportation of the goods to the port/place of destination.

(iii) The agency commission charges should be shown, if any.

(iv) The installation, commissioning and training charges including any incidental services, if any

1.11.3 **The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.**

1.11.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

1.11.5 The price quoted shall remain fixed during the contract period and shall not vary on any account

1.11.6 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.11.7 ***The purchases made by the purchaser for scientific purpose are exempt from excise duty under 10/97 notification and Custom Duty under notification 51/96.***

1.12. BID CURRENCIES

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

1.13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;

(a) The bidder meets the qualification criteria listed in bidding documents, if any.

(b) Bidder that doesn't manufacture the goods it offers to supply shall submit to Manufacturers' Authorization Form (MAF) to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

(c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a

mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3 Conditional tenders shall not be accepted

1.14. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

1.14.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced bid; and

(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15. BID SECURITY

1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.15.2 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

(a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalized/Scheduled Indian bank; or

(b) Fixed Deposit receipt pledged in favour of the IISER-TVM.

(c) A Banker's cheque or demand draft in favour of IISERTVM issued by any Nationalised/Scheduled Indian bank.

1.15.3 The bid security shall be payable promptly upon written demand by the

- 1.15.4 purchaser in case the conditions listed in the ITB clause 15.11 are invoked. The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.5 While Bid security (EMD) is a requirement, the Director IISER-TVM may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute.
- 1.15.6 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.
- 1.15.8 **The firms registered with DGS&D, NSIC if any, are exempted from payment of bid security (BS) provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.**
- 1.15.9 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.10 The bid security may be forfeited:
(a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
(b) **In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.**
- 1.16. PERIOD OF VALIDITY OF BIDS**
- 1.16.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**
- 1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
- 1.17. FORMAT AND SIGNING OF BID**
- 1.17.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.
- 1.17.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 1.17.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall

prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

1.17.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

1.17.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

1.18. SUBMISSION, SEALING AND MARKING OF BIDS

1.18.1 The bidders may submit their duly sealed bids generally by post or by hand.

1.18.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.

1.18.3 In the case of bids invited on two part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.9.1 excepting for h & j and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.

1.18.4 (a) The inner and outer envelopes shall be addressed to the Purchaser indicated.

(b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the invitation for bids.

1.18.5 **If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.**

1.18.6 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the TOC without disclosing the price.

1.19. DEADLINE FOR SUBMISSION OF BIDS

1.19.1 Bids must be received by the Purchaser at the address specified in Invitation for bids not later than the time and date specified therein. **In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.**

1.19.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.20. LATE BIDS

1.20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.20.2 Such tenders shall be marked as late and not considered for further evaluation. They shall **not** be opened at all and be returned to the bidders

in their original envelope without opening.

1.21. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

1.21.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub- Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice.

All notices must be:

(a) submitted in accordance with ITB Clauses 17 and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.

1.21.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

Opening and Evaluation of Bids

1.22. OPENING OF BIDS BY THE PURCHASER

1.22.1 The Purchaser will open all bids one at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. 1.22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Price-bids in the case of two-bid system.

1.22.2.1 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

- 1.22.2.2 ***Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.***

1.23. CONFIDENTIALITY

- 1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24. CLARIFICATION OF BIDS

- 1.24.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25. CONVERSION TO SINGLE CURRENCY

- 1.25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.26. CONTACTING THE PURCHASER

- 1.26.1 Subject to ITB Clause 1.24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.26.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.27. POST QUALIFICATION

- 1.27.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.
- 1.27.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder.
A negative determination will result in rejection of the Bidder's bid.

1.28. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

GENERAL TERMS & CONDITIONS

1.29. WARRANTY

- 1.29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 1.29.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 1.29.3 Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 1.29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.
The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 1.29.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 1.29.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 1.29.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.
- 1.29.8 **Performance Guarantee:**
The successful bidder is required to submit a performance Guarantee of 10% of Purchase Order value valid during warranty period.

1.30. PENALTY CLAUSE

- 1.30.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in contract of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in contract. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC. Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable

1.31. INSURANCE

- 1.31.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in contract.
- 1.31.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the

purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

1.31.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.

1.31.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

1.32 TRANSPORTATION

1.32.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.

1.32.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

1.32.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

1.33 PACKING

Should be as per standards prescribed for international trade and movement of the goods.

1.34 STANDARDS

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

1.35 PERFORMANCE SECURITY

1.35.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security of 7% of Contract/ Purchase Order value in the amount specified in the Contract, valid till 60 days beyond the completion of contractual obligations.

1.35.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 1.35.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 1.35.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 1.35.5 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or,
 - (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
 - (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.36 DELIVERY SCHEDULE

Delivery schedule should be specified clearly.

1.37 PAYMENT TERMS

For Indigenous supplies payment will be made within 30 days from the date of supply, installation and commissioning. For Imported goods, the preferred payment mode of the Institute is Sight Draft /Net 30 days. If Letter of Credit is insisted by the vendors, the LC will be established for 100% of Purchase Order value out of which 90% will be paid against shipping evidence and 10% after installation and commissioning and on submission of Performance Bank Guarantee for 10% of Purchase Order value which should be valid during warranty period. However the advance payment to the vendors is not encouraged.

**Deputy Registrar
[Purchase & Stores]**

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (BS)

Whereas (hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of..... (hereinafter called the “tender”) against the Purchaser’s tender enquiry No..... KNOW ALL MEN by these presents that WE..... of having our registered office at..... are bound unto(hereinafter called the “Purchaser) in the sum offor which payment will 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 of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser (IISER-TVM) 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 the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank

Name and designation of the officer

Seal, name and address of the Bank and address of the Branch.

INTEGRITY PACT

Between

Indian Institute of Science Education and Research, Thiruvananthapuram (IISER-TVM) hereinafter referred to as “The Principal”.

And

herein referred to as “The Bidder/ Contractor.”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

The Principal will nominate an Independent External Monitor (IEM) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and/or the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal / Purchaser / Employer:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, takes a promise for or accepts, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of IISER-TVM and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) 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’s employees involved in the tender process or the execution of the

contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal 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 name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign supplier / contract agency, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" / Contract Agencies", shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines all the payments made to the Indian agent (s)/representative (s) have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers/ Contract Agencies" is annexed and marked as Annexure - A.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3 – Disqualification from tender process and exclusion from future contracts.

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of Contract or during execution has committed a transgression through a

violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the Contract, if already awarded or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annexure - B

- (3) If the Bidder (s) / Contractor (s) has committed transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder/contractor from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the bidder/contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the contractor from future tenders / contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of 3 (three) years.
- (6) If the Bidder/Contractor can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid Security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to forfeit the Security Deposit/Performance Bank Guarantee furnished by the Bidder/Contractor or to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.

Section 5 – Previous transgression

Contd....4

- (1) The Bidder/Contractor declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with Government/any other Public Sector Enterprise in India that could justify his exclusion from the tender process /contract.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process /contract either it can be terminated for such reason or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors.

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all his Sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such sub-contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors.

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub-contractor or of any employee or a representative or an associate of a Bidder/Contractor/Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

Section 8 – Independent External Monitor (s) (IEMs)

- (1) The Principal appoints competent and credible Independent External Monitor (s) (IEMs) with clearance from Central Vigilance Commission. IEMs reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by Director, IISER-TVM. The Nodal Officer shall refer the complaint/non-compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director, IISER-TVM.

- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Sub-contractors also. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the tender/contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notice, or believes to notice, a violation of this Integrity Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Director, IISER-TVM within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations for the violations or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Director IISER-TVM.
- (9) If the Monitor has reported to the Director, IISER-TVM, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IISER-TVM has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 – Pact Duration

- (1) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other unsuccessful Bidders 6 months after the contract has been awarded.
- (2) If any claim is made/lodged during the valid period of the Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this

pact as specified above, unless it is discharged/determined by Director, IISER-TVM.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is Thiruvananthapuram, Kerala.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this Integrity Pact have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members or their Authorised Representative (s) by duly furnishing Authorisation to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1:
(Name & Address):

Witness 1:
(Name & Address):

Witness 2:
(Name & Address):

Witness 2:
(Name & Address):
