



## भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA**

(An Autonomous Institute under Ministry of Education, Department of Higher Education, Govt. of India)

PO-MOHANPUR, DIST. NADIA, PIN - 741246, WEST BENGAL, INDIA

E-Mail: [purchase@iiserkol.ac.in](mailto:purchase@iiserkol.ac.in)

निविदा संख्या/ TENDER REF. NO.: IISER-K/GTE-02/G/DBS/24-25

दिनांक/ DATE: 19.11.2024

Indian Institute of Science Education and Research Kolkata (hereafter referred to as “Institute”) invites online bids (e-tender) in two bids systems, from OEM/ its Authorized Agents / its System Integrator Partner having Direct Purchase and Support Agreement with the OEM (hereafter referred to as “bidders”) for the items as stated under **IMPORTANT INFORMATION**.

### 1. INSTRUCTION TO THE BIDDER

This tender document has been published on the Central Public Procurement Portal (hereafter referred to as “CPP Portal”) (URL: <https://eprocure.gov.in/eprocure/app>) & Institute website [www.iiserkol.ac.in](http://www.iiserkol.ac.in) and can be downloaded from the said websites/portals. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates within **the last date of online bid submission** as stated under **IMPORTANT INFORMATION** later. No manual bids will be accepted. Interested bidders are also requested to check the detailed corrigendum from time to time through the CPP portal which may be uploaded against this tender.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**Note:** It is brought to the notice of the bidders that the NIT format and its content, Annexures, etc. have been revised recently and hence, it is requested to go through the entire NIT document carefully before submission of bid.

महत्वपूर्ण जानकारी/ **IMPORTANT INFORMATION**

एनआईटी संदर्भ सं / NIT REF. NO.	IISER-K/GTE-02/G/DBS/24-25
वस्तु विवरण / ITEM DESCRIPTION	SUPPLY AND INSTALLATION OF HPLC SYSTEM WITH UV DETECTOR, RI DETECTOR, MALS & DLS DETECTOR AS PER THE SPECIFICATION GIVEN IN <b>ANNEXURE-IV</b>
मानक वारंटी का प्रतिशत / PERIOD OF STANDARED WARRANTY	Three (03) years from the date of warranty.
निविदा प्रकार / TENDER TYPE	Global Tender
कवर की संख्या / NO. OF COVER	Two Bids System (GFR Rule 163)
निविदा के प्रकाशन की तिथि / DATE OF PUBLICATION OF TENDER	19.11.2024
ऑनलाइन बोली प्रस्तुत करने की अंतिम तिथि / LAST DATE OF ONLINE BID SUBMISSION	17.12.2024 up to 2.00 PM
तकनीकी बोली के खुलने की तारीख / DATE OF OPENING OF TECHNICAL BID	18.12.2024
बयाना राशि / EARNEST MONEY DEPOSIT	Please sign a Bid securing declaration as per <b>Annexure-IX</b> as per Rule 170(iii) of GFR 2017 for necessary compliance.

**DETAILS OF IEM**

Sh. Bipin Bihari Mallick, IAS [Retd.]

[bipinmallick@gmail.com](mailto:bipinmallick@gmail.com)

Sh. Sudhir Kumar [former Addl. Director General, CPWD]

[officeofsudhirtomar@gmail.com](mailto:officeofsudhirtomar@gmail.com)

**A. REGISTRATION:**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<http://eprocure.gov.in/eprocure>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal at free of cost.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra, PantaSign, XtraTrust, Capricon, SignX etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
- The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
- The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

**B. SEARCHING FOR TENDER DOCUMENTS:**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

**C. PREPARATION OF BIDS:**

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

**D. SUBMISSION OF BIDS:**

- Bidder should log into the site well in advance for bid submission so that they upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders need to pay the EMD if applicable separately on-line through RTGS Copy Challan of submission of EMD should be uploaded along with the technical bid.
- A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is

found to be modified by the bidder, the bid will be rejected.

- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The documents uploaded by the bidders should be clear and legible and concise in disk space.

#### **E. ASSISTANCE TO THE BIDDERS:**

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

#### **F. CONTACT INFORMATION:**

Any queries relating to the tender document and the terms and conditions or technical specification, Bidders may contact to [purchase@iiserkol.ac.in](mailto:purchase@iiserkol.ac.in)

#### **G. GENERAL TERMS AND CONDITION:**

##### **1 The BID:**

The Bidders are requested to submit the online bid in two parts as stated below:

<b>Part - I</b>	Technical Bid
<b>Part - II</b>	Financial Bid

**1.1. Technical Bid:**

The Technical Bid shall contain the all-scanned copies of originals documents in PDF Format. It should contain the following statement/declaration/information duly certified by the bidders for necessary complaisance:

- Acceptance of Tender as per **Annexure- I.**
- Manufacturer's authorization as per **Annexure- II.**
- Bidder Information Form as per **Annexure- III.**
- Compliance Statement of Specification and other requirements as per **Annexure- IV.**
- Statement of previous supply orders/Performance Statement as per **Annexure- V.**
- Self-declaration by the bidder as per **Annexure-VI** that the items offered meet the local/non local content requirement in pursuance of public procurement preference to Make in India Order, 2017 (please tick appropriate option)
- No Relationship Certificate **Annexure – VII.**
- Integrity Pact (For the estimated cost of the tender is Rs, 1.0 Cr or above) as per **Annexure-VIII.**
- Bid securing declaration as per **Annexure-IX**
- Please note that the offers must be strictly as per the tender specifications and must strictly adhere to the project/delivery timelines. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation.
- A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.
- The Technical bid should not contain any price information (or) anything related to Financial Bid. Any mention of commercials/prices in the technical bid and or clarification/shortfall of document sought shall lead to disqualification of the tender and shall not be considered for further evaluation process.
- Non-compliance of the above shall be treated as incomplete/ambiguous bid and the bid may be ignored /rejected without giving an opportunity for clarification/negotiation etc. to the bidder.



**1.2. Financial Bid:**

- Cost of all the items should be mentioned clearly and separately, including applicable taxes to the extent possible.
- The bidders are requested to quote for Educational Institutional Price for Equipment and software, since the Institute eligible for the same. Similarly, the bidders are requested to quote the discounted price for which the Institute is eligible for.
- A separate financial bid with all the terms & conditions is to be uploaded. Please note that in case of any discrepancy in quoted price between BoQ and the PDF file as stated above, the financial bid may not be considered/lowest of the two quote may be considered/any decision as deemed fit found by the Tender Committee and approved by the Competent authority which shall be binding on all.

**2. ADDENDUM/CORIGENDUM TO TENDER:**

The Institute may issue addendum/corrigendum to tender documents before last date of bid submission. The bidder is required to read the tender documents in conjunction with the addendum/corrigendum, if any, issued by the Institute and bid accordingly. The bidder is not supposed to incorporate the amendment in the body of the tender document.

**3. EVALUATION OF BIDS:**

- On or after the due date the technical bids will be opened and referred to the Technical Committee which is duly constituted by the Institute. The committee will go through the technical bids, evaluate them as per the NIT floated, addendum/Corrigendum, if any, issued, etc. The technical evaluation will be an assessment of the Technical Bid.

The Tender Committee will evaluate the Technical Bids as per **Annexure-IV** and based on submission of all mandatory required information, documents as mentioned in NIT, in order to determine whether a bid is substantially responsive to the requirements set forth in the tender OR NOT.

- Further, the Tender Committee may seek additional information/clarification, etc. (short fall of document) from the bidders if it is required so. The information received via additional information/clarification sought and the bids already received together will be evaluated as stated above.
- The financial bids of the technically qualified bids shall be opened only.
- In case if a bidder fails to quote (financial) for a particular item, it may amount to non-compliance and the said financial bid may not be considered in during the evaluation of financial bids.

- The decision of the Tender Committee is final and binding on all the parties.

#### 4. OTHER TERMS & CONDITIONS:

##### • BID VALIDITY:

The quoted price shall be valid for a period of 180 days from the date of financial bid opening of the tender. The institute may issue the order within 180 days from the date of opening of financial bid i.e. within the period of bid validity.

##### • DELIVERY

- **For Foreign Consignment:** The delivery of the consignment(s) is/are to be made within 12 weeks in general from the issue of the Purchase Order or establishment of Letter of Credit (L/C) as applicable. However, the Institute may consider the time frame given by the selected bidder if is found to be reasonable.
- **For Indigenous Consignment:** The delivery of the consignment(s) is/are required to be made within 06 weeks from the issue of the Purchase Order. However, the Institute may consider the time frame given by the selected bidder if is found to be reasonable.

##### • PRICES:

- **For Foreign Quotation:** The price should be quoted on CIP / CIF Kolkata basis including applicable Freight, Insurance, and Forwarding Charges etc. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender.
- **For Indigenous Quotation:** The price should be quoted on Door Delivery IISER Kolkata basis including applicable Taxes, Charges etc. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender.

##### • PERFORMANCE SECURITY:

The selected supplier shall require to submit the performance security in the form (**Annexure-X**) of irrevocable bank guarantee issued by any Indian Nationalized Bank /Schedule Bank for an amount of 5 (five) percent of the order value or as applicable within 10 days from the date of installation and should valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty. Compliance sheet of the Performance Security are mentioned in the specification.

The Performance Security will be forfeited and credited to the Institute's account in the event of a breach of contract by the supplier. The decision of the Competent Authority of IISER Kolkata in this respect will be final and binding on



all the stake holders. Performance Security may be refunded to the supplier without interest, after it duly performs and completes the contract in all respects.

• **ERNEST MONEY DEPOSIT:**

Please sign a Bid securing declaration as per Annexure-IX as per Rule 170(iii) of GFR 2017 for necessary compliance.

• **PAYMENT:**

- **For Foreign Payment:** The payment will be released through Irrevocable Letter of Credit (LC) **OR** Telegraphic Transfer (TT). Irrevocable Letter of Credit will be established for 80% of the Purchase Order (PO) value on submission of order acceptance letter, proforma invoice with the details of terms & conditions to open LC with the entire Bank details and integrity pact (if applicable). The 80% of the invoice amount will be paid on presentation of original shipping documents to our bankers and the balance 20% will be paid after successful installation, commissioning, demonstration of the whole system, imparting training and on receipt of Performance Security @5% of total Order value (if applicable) valid till 2 months beyond warranty period from the date of installation.
- Payment by Telegraphic Transfer (TT) for 100% of the Invoice value will be released after successful installation, commissioning, demonstration of the whole system, imparting training and on receipt of Performance Security @5% of total Order value (if applicable) valid till 2 months beyond warranty period from the date of installation
- **For Indigenous Payment:** The payment will be made within 30 days after completion of the successful installation, commissioning, demonstration of the whole system, imparting training. In case of Purchase Order value is equal or more than Rs. 5 Lac, Performance Security @3% of total Order value valid till 2 months beyond warranty period from the date of installation should be submitted before release of the payment.
- **Advance payment:** No advance payment shall be made.

• **INSTALLATION:**

Installation of the supplied goods/accessories wherever required is to be done at Institute site with the instruments, accessories, tools, tackles and appropriate manpower as required, at the cost of the successful bidder.

• **TRAINING:**

Training on operation, routine maintenance shall have to be provided to the

Scientist / Student / Technicians after the installation and commissioning at our site as needed and when requested to do so.

• **SUPPORTING EQUIPMENT:**

If equipment will require indigenous supporting instruments/accessories (computer, printer, online UPS etc.) at the time of the installation, the same should be quoted in separate quotation.

• **SERVICE FACILITY:**

Bidders should mention about the possible service set up in India and how capable they are to provide after sales service.

• **SITE PREPARATION:**

The supplier shall inform the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

• **DOWNTIME:**

During the warranty period if the problem is not resolved within three working days, a penalty will be imposed as deemed fit. Downtime will be counted from the date and time of the filing of complaint within the business hours.

• **AFTER SALES SERVICE:**

After sales service should be provided satisfactorily as per the requirement of the Institute.

• **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER:**

The Institute has adopted and will comply with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and subsequent revised orders issued from time to time. Accordingly preference will be given suppliers as defined in the aforesaid order. The various categories of suppliers defined in the aforesaid order are reproduced below.

**“Local Content”** means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.

- i) **Class I local supplier** – has local content equal to more than 50%
- ii) **Class II local supplier** – has local content more than 20% but less than 50%
- iii) **Non –local supplier** –has local content less than or equal to 20%

**Verification of Local Content:** The Class I Local Supplier /Class II Local Supplier/Non-Local Supplier at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification that the items offered meets the local content requirement as the case may be as per **Annexure-VII**. The details of the location(s) at which the local value addition is made also needs to be mentioned. In case of procurement in excess of Rs.10 crores, the suppliers shall be required to submit a certificate towards percentage of local content from the authorities as stated in the aforesaid order in the technical bid itself.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

• **Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020:**

The Institute has adopted and will comply with Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). If applicable, relevant supporting document is required to be submitted in the technical bid itself.

• **DISPUTES AND JURISDICTION:**

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata, West Bengal.

• **FORCE MAJEURE:**

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in

performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

• **LIQUIDITY DAMAGES:**

1 % per week of the order value will be applicable for belated supply towards liquidated damages subject to maximum of 10 % beyond the due date. Such amount will be deducted from any amount due or which may become due to supplier.

The condition regarding the execution of LD Clause as mentioned above is given bellow

- **For Indigenous Order.** Delivery/Installation from the date of issue of Purchase Order
- **For Foreign Order.**
  - a) If the payment term is TT, delivery period will be counted from the date of issue of Purchase Order.
  - b) If the payment term is LC, delivery period will be counted from the date of establishment of LC.

• **RESOLUTION OF DISPUTES:**

The dispute resolution mechanism to be applied pursuant shall be as follows:

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Science Education and Research (IISER)

Kolkata and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the order is issued.

- **GOVERNING LANGUAGE**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

- **TERMINATION FOR DEFAULT**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the Goods/item within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- a) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
- In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems

appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated

**ANNEXURE-I****ACCEPTANCE OF TENDER**

(On company letter head along with supporting documents, if any)

**Tender Ref. No. :**

To  
The Director  
Indian Institute of Science Education and Research Kolkata  
Mohanpur- 741 246, Dist. Nadia, West Bengal

I/ We\* \_\_\_\_\_ (name and designation of the bidder)  
on behalf of \_\_\_\_\_ (name of the organization/company)  
have downloaded / obtained the tender document(s) for the above mentioned 'Tender from the website(s) namely ***https://eprocure.gov.in/eprocure/app***. I/ We\* hereby certify that I/ we\* have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ ( including all documents like annexure(s), schedule(s), specification terms and condition etc.), which form part of the contract agreement and I/ we\* shall abide hereby by the terms / conditions / clauses contained therein. The corrigendum(s) issued from time to time by your organization have also been taken into consideration, while submitting this acceptance letter.

I/We\* hereby unconditionally accept all the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I/We\* solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our Contractors/ subcontractors for any part of the contract):
  - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/



blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.

- c) I/We\* certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- d) I/We\* have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

- e) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

“I/We\* have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) I/We\* are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- b) I/We\* shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority

I/We\* also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

-----  
(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal]

**\*Please delete suitable/As applicable**

**ANNEXURE-II****MANUFACTURERS' AUTHORIZATION**

(On **OEM** letter head along with supporting documents, if any)

**Tender Ref. No.:**

To  
The Director  
Indian Institute of Science Education and Research Kolkata  
Mohanpur- 741 246, Dist. Nadia, West Bengal

We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorize Members ----- (name and address of the authorized dealer) to submit a bid, process the same further and enter into a contract with you against the above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....

1) We further confirm that no Contractor or firm or individual other than Messrs.

... (Name and address of the above-authorized dealer) is authorized for this purpose.

2) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

3) Our details are as under:

(a) Name of the Company:.....

(b) Complete Postal Address: .....

(c) Pin code/ ZIP code: .....

(d) Telephone nos. (with country/ area codes): .....

(e) Fax No.: (with country/ area codes): .....

(f) Mobile Nos.: (with country/ area codes): .....

(g) Contact persons/ Designation: .....

(h) Email IDs: .....

4) We enclose herewith, as appropriate, our----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

.....

[Signature with date, name, and designation]

for and on behalf of M/s.....

[Name & address of the OEM and seal of company]

**Please fill up suitably**

**ANNEXURE-III****BIDDER INFORMATION FORM**

(On company letter head along with supporting documents, if any)

Bidder's Name:

[Address and Contact Details]

Bidder's Reference No..... Date.....

Tender Document No.: \_\_\_\_\_; Tender Title: Goods/ Services.....

*Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document.*

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

**1) Bidder/ Contractor particulars:**

(a) Name of the Company:.....

(b) Corporate Identity No. (CIN): .....

(c) Registration, if any, with The Procuring Entity: .....

(d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)

(e) Place of Registration/ Principal place of business/ manufacture .....

(f) Complete Postal Address: .....

(g) Pin code/ ZIP code: .....

(h) Telephone nos. (with country/ area codes): .....

(i) Mobile Nos.: (with country/ area codes): .....

(j) Contact persons/ Designation: .....

(k) Email IDs: .....

Company's Legal Status                      1) Limited Company

(tick on appropriate option)              2) Undertaking

3) Joint Venture

4) Partnership

5) Others

Company Category                              1) Micro Unit as per MSME

2) Small Unit as per MSME

3) Medium Unit as per MSME

4) Ancillary Unit

5) SSI

6) Others

## 2) **Taxation Registrations:**

PAN number: .....

Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....

GSTIN number: .....in Consignor and Consignee States

Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....

Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

- ☐ We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

### 3) **Authorization of Person(s) signing the bid on behalf of the Bidder**

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signing as: \_\_\_\_\_

- ☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- ☐ A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- ☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*

### 4) **Bidder's Authorized Representative Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/ Mobile numbers: Email Address: \_\_\_\_\_

-----  
(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal]



## ANNEXURE-IV

**COMPLIANCE STATEMENT****Tender Ref. No.:**

To  
The Director  
Indian Institute of Science Education and Research Kolkata  
Mohanpur- 741 246, Dist. Nadia, West Bengal

**HPLC SYSTEM WITH UV DETECTOR, RI DETECTOR, MALS & DLS DETECTOR**

The Department of Biological Sciences invites participation in the tender of an **HPLC System** that will be used for protein or biomacromolecule separation, determination of absolute molar mass, and size distribution. The HPLC system must be fitted to a UV detector, RI detector, MALS & DLS Detector. The following are the specifications of the instrument:

TENDER SPECIFICATION	COMPLIANCE STATEMENT (YES/NO)
<p><b><u>SPECIFICATIONS FOR HIGH-PERFORMANCE LIQUID CHROMATOGRAPHY (HPLC) SYSTEM</u></b></p> <p><b><u>HPLC SOLVENT MANAGER:</u></b></p> <p>Must be supplied with a built-in Quaternary Gradient pump for delivery and blending of up to four solvent systems.</p> <p>Should have integrated vacuum degasser chambers with automated piston seal wash.</p> <p>The operating pressure for the pump must be higher than 9,000 PSI over its entire flow rate range.</p> <p>The pump must support flow rates as low as 0.05 mL/min to as high as 5.000 mL/min or better with increments of 0.01 mL or slower.</p> <p>Delay Volume: For better resolution and sharper chromatograms, the separation of the compound must be done with a minimum gradient delay volume of &lt;1000 to 1500 <math>\mu</math>L for the system.</p> <p>The pump must be able to program and operate both isocratic and gradient methods.</p> <p>Flow rate accuracy of <math>\pm 10</math> % or better; Precision of &lt;0.1 % RSD or better; with operational pH range between 1 to 12.5 or better.</p> <p>The HPLC system must be supplied with suitable computers and operational software that support fully integrated diagnostics. The system must record data for the individual pump piston pressures, system pressure, sample compartment temperature, total solvent usage, number of injections, column temperature and ambient temperature. The software must provide a full user</p>	

TENDER SPECIFICATION	COMPLIANCE STATEMENT (YES/NO)
<p>report for each run and also provide a maintenance report.</p> <p>The HPLC system must be integrated with the DLS MALS detector system and be able to read and interpret the data between HPLC and MALS without using any third-party or additional software. All the software must be digitally synchronized between HPLC and MALS software.</p> <p><b><u>HPLC SAMPLE MANAGER:</u></b></p> <p>The HPLC system must be integrated with a manual and an Autosampler.</p> <p>The sample Injection volume range must be 10 <math>\mu</math>l (or smaller volume ) to 500.0 <math>\mu</math>L (or higher volume).</p> <p>The injector precision must be equal to or less than 1% RSD.</p> <p>The injector linearity shall be equal to or better than the 0.90 correlation coefficient over its entire injection range.</p> <p>The sample compartment temperature must be settable from 25 C to 100 C.</p> <p>The injector must have the ability to automatically dilute samples, automatically withdraw from several sample vials, and dispense into a single vial.</p> <p>The sample compartment must accommodate both HPLC vials and/or well plates with minimum 90 vials or 380 wells or better.</p> <p><b><u>HPLC THERMAL COLUMN MANAGEMENT</u></b></p> <p>The column compartment must be able to support columns up to 300 mm in length &amp; as wide as 4.6 -5 mm ID</p> <p>The operational temperature of the column compartment is at an ambient temperature to 65 °C or better with Peltier control., with temperature accuracy of +/- 0.2 to 0.6 °C &amp; temperature stability of +/- 0.1 to 0.5 °C.</p> <p><b>The HPLC system must be connected to the following detectors:</b></p> <p><b><u>UV/VISIBLE DETECTOR:</u></b></p> <p>Wavelength range: 200 to 800 nm or wider range.</p> <p>The measurement range should be 0.01- 4.0000 AU (or larger value).</p> <p>Optics: Dual wavelength.</p> <p>Detector linear to 2 - 3 AU or better.</p> <p>Flow Cell Design: Should be Taper Slit to avoid Total Internal Reflection. Provide supporting evidence.</p> <p>Cell Volume: 5-10 <math>\mu</math>L or higher range.</p> <p>Bandwidth: <math>\leq</math> 5 nm or better.</p> <p>Light Source: Deuterium Lamp, which covers the entire range (200 to 800 nm or wider range) with a lamp life of at least 2000 h of operation.</p> <p>Sampling Rate: 50 – 100 points /s or faster.</p> <p><b><u>Multi-Angle Dynamic Light Scattering Detector:</u></b></p> <p>Multi-angle, digital signal processing (DSP) light scattering detector with</p>	

TENDER SPECIFICATION	COMPLIANCE STATEMENT (YES/NO)
<p>Programmable laser (10 - 100%)  Laser Wavelength: ~ 600-800 nm or better  Minimum 8 (eight) angles research-grade light scattering photometer for absolute molar mass determination or better with provision to offer 4 or more angular DLS positions ranging between 50o to 150o or better.  Temp Control: -15 °C below ambient temperature to 80 °C.  Molar Mass Range: 100 Da to 100 MDa or wider range.  Molecular Size Range: ~1 to 300 nm or better. In flow mode, 0.1nm to 300nm, while in batch mode, 0.1nm to 1µm.  It should have option for in-situ flow cell cleaning (self-cleaning mechanism)  Detector Resolution: 24 bit or similar  It must determine absolute molar masses, sizes and shape  Compatible with all solvents (aqueous and organic)  The DLS module must be directly integrated inside the MALS chassis.  Should have forward monitor (additional detector) that monitors the beam transmitted through the flow cell used for diagnostics (e.g. to detect the presence of air bubbles) and in software correction for colored samples that absorb some of the incident laser light.  It should have a front screen display that shows complete diagnostics and control, health indicators, powerful on-board programmable signal processing, and event logging without the host PC.</p> <p><b><u>6. Differential Refractometer with extended range for absolute refractive index determination</u></b></p> <p>RI detector with 256 times the detection power  Should have a High dynamic range  Range: -0.005 to +0.005 RIU; Noise: <math>\pm 7.5 \times 10^{-10}</math> RIU or similar  Dynamic Range: 12,000,000 :1 or comparable  Band Broadening : &lt; 20 µL  Sample Temperature: minimum temperature 4 °C or lower to maximum temperature 80 °C or more.  Measures the absolute refractive index of a solution (1.0 – 2.0 RIU)  Light Source wavelength: 600 to 800 nm or equivalent light measuring elements in one photodiode array System Readiness Monitor, Real-time Instrument Health Indicators.</p> <p><b><u>7. Automated Software Chromatography based software for data collection and analysis,</u></b></p> <p>One integrated software for operating the HPLC and simultaneous measurement and analysis using UV, RI, MALS &amp; DLS detectors.  Data analysis of Static Light Scattering Data, including Differential Refractive Index Measurements.  The software should determine the absolute molar mass, size, and relative fractions of copolymers and conjugates. Provide supporting documents from reputed peer-reviewed Journals that use the quoted instrument.</p>	

TENDER SPECIFICATION	COMPLIANCE STATEMENT (YES/NO)
<p>It should also take UV signals for processing. Determines dn/dc. Enables conformational studies through RMS studies vs. Molar masses. Facilitates customized reporting and includes the standard deviation of the measurements.</p> <p><b>8. <u>The vendor should provide 3-year warranty for the complete system, including accessories.</u></b></p> <p>Must include intense training by a company expert for all modes of data recording and analysis after installation. Training experts must be from the manufacturer side, not third party. Supplied system should have an install base of at least ten systems in Government Institutions in India. Provide purchase order as supporting document.</p> <p><b>All equipment: MALS, DLS along with Analysis software and HPLC system and MALS-HPLC connecting software must be from the same or authorized manufacturer for better integration and compatibility. The bids shall be technically rejected if above point is not met.</b></p> <p><b>10. <u>Bidders must also enclose:</u></b></p> <p>The principal company or the authorized distributor quoting the instrument must have a service center in Kolkata. The bidder must provide a detailed address and contact number. Third-party service providers are not acceptable. Minimum 3 - 4 nos quoted instruments (of similar capabilities) should have been installed in Government of India Institutions (Complete user list and P.O. copies should be enclosed as proof). Minimum 3 -4 nos performance certificate from the user of Government of India Institutions of the quoted instruments (of similar capabilities) should be enclosed as proof. <b>Optional:</b> The quoted instrument (exact same make and model no.) have National or International standards test certification as per GOI rule.</p>	

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal]

**ANNEXURE-V****STATEMENT ON PREVIOUS SUPPLY ORDERS/PERFORMANCE STATEMENT**

(On company letter head along with supporting documents, if any)

**Tender Ref. No. :**

To  
 The Director  
 Indian Institute of Science Education and Research Kolkata  
 Mohanpur- 741 246, Dist. Nadia, West Bengal

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	by Price at which supplied	Total value of the order	Status as on date

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name &amp; address of Bidder and seal of company]

**\*\*Please attach copy of orders and installation/completion certificate showing the order value as proof.\*\***

**ANNEXURE-VI****SELF DECLARATION**

(On company letter head along with supporting documents, if any)

TO

THE DIRECTOR

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA

MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

**Tender Reference Number:**

1. With reference to Order no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and the bids are being submitted.
  - Class I local supplier – has local content equal to more than 50% ☐
  - Class II local supplier – has local content more than 20% but less than 50% ☐
  - Non –local supplier – has local content less than or equal to 20% ☐
2. We are solely responsible for the above-mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. Detail of the location(s) at which the local value addition is made: \_\_\_\_\_

(Signature of the Authorized Person with  
Organization Seal)

**Note:**

1. In case of procurement value more than 10 crores, this certificate is to be issued by Statutory Auditor/Cost Auditor/ practicing Cost Accountant / practicing Chartered Accountant as applicable as per the aforesaid order).
2. The bidders offering the imported product will fall under the category of non-local suppliers. They can't claim themselves as class-I local suppliers/Class-II local suppliers by claiming the service such as transportation, insurance, Installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.



**ANNEXURE-VII****NO RELATIONSHIP CERTIFICATE**

(On company letter head along with supporting documents, if any)

TO

THE DIRECTOR

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA

MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

**Tender Reference Number:**

1. I/We\* hereby certify that I/We\* am/are\* related/not related (\*) to any EMPLOYEE of IISER KOLKATA. (If related provide the details of the employee)
2. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture security deposit and I/We\* shall be liable to make goods the loss or damage resulting from such cancellation.
3. I/We\* also note that, non-submission of this certificate will render my / our tender liable for rejection.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

**\*Please delete as appropriate**

**ANNEXURE-VIII****INTEGRITY PACT**

**Integrity Pact (if the estimated cost of the tender is ₹ 1.0 Cr or above).  
(To be submitted as part of technical bid)**

Integrity Pact for Tender Reference Number:

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 202 \_\_\_\_\_ at \_\_\_\_\_, India.

BETWEEN

Procuring Organization, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. (hereinafter called the “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the ‘The Principal’**

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, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process,

provide to all Bidder(s) the same information and shall 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 shall exclude from the process all known prejudiced persons.

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 shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

## **Section 2 - Commitments of the 'Bidder/ Contractor'**

1. The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a) The 'Bidder/ Contractor' shall 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 is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The 'Bidder/ Contractor' shall not enter with other Bidder's into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
  - c) The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall 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/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the

“Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.

- e) The ‘Bidder/ Contractor’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f) Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- 2. The ‘Bidder/ Contractor’ shall 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**

If the ‘Bidder/ Contractor’, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the ‘Bidder/ Contractor’ from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

### **Section 4 - Compensation for Damages**

- 1. If the Principal has disqualified the ‘Bidder/ Contractor’ from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover from ‘Bidder/ Contractor’ the damages equivalent to Earnest Money Deposit/ Bid Security.
- 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 demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- 1. Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, 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. In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
2. The principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the principal shall inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor**

1. The principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and recuse himself/ herself from that case.

5. The Principal shall 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 Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall 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 shall submit a written report to the Head of the Procuring Organisation 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.
8. If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation 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.
9. The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

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 Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, 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 the Head of the Procuring Organisation.

### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements 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.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
5. Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
7. For and on behalf of the principal

For and on behalf of IISER Kolkata

(Name of the Officer and Designation)  
(Office Seal)

For and on behalf of 'Bidder/ Contractor'

(Name of the Officer and Designation)  
(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

**ANNEXURE-IX****BID-SECURING DECLARATION**

(To be printed on Organization Letter Head)

**TO**

**THE DIRECTOR**

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA**

**MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL**

**Tender Reference Number:**

I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration In lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We\* understand this Bid Securing Declaration shall cease to be valid if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

**\*Please delete as appropriate**

**ANNEXURE-X****BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

(Ref Clause 9.4 of ITB and clause 5.8 of GCC) To the President of India, through Head of Procurement Procuring Organisation [Complete address of the Procuring Entity]

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no ..... date..... to supply ..... (description of goods and Works/ Services) (hereinafter called "the contract"). And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the ..... day of .....20..... Our..... branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

**(Signature of the authorized officer of the Bank)**

.....

.....

Name and designation of the officer .....

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

\*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.