ভারতীয় বিজ্ঞান শিক্ষা এবং গবেষণা প্রতিষ্ঠান কলকাতা
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)
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निविदा संख्या/ **TENDER REF. NO.:** IISER-K/PurEnq/1751/G/DES/26-27 दिनांक/ **DATE:** 03.11.2026

## SECTION -1: GENERAL INFORMATION

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.**

### 1.1 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** 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**

**Disclaimers:** The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given in this Tender Document is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

*Any provision(s) of this NIT that indicated as "Not Applicable" mentioned in Annexure-IV shall be treated as null and void and may be ignored for all purposes.*

Please read this NIT document carefully before submitting the bid. The NIT has been updated recently.

**1.2महत्वपूर्ण जानकारी/ IMPORTANT INFORMATION:**

| | |
|---|---|
| एनआईटी संदर्भ सं / NIT REF. NO. | IISER-K/PurEnq/1751/G/DES/26-27 |
| वस्तु विवरण / ITEM DESCRIPTION | SUPPLY AND INSTALLATION OF IR SOURCE ASSEMBLY AND DETECTOR FOR EXITING FT-IR SPECTROPHOTOMETER AS PER THE SPECIFICATION GIVEN IN ANNEXURE-IV |
| मानक वारंटी का प्रतिशत /<br>PERIOD OF STANDARED WARRANTY & CMC | 3 MONTHS |
| निविदा प्रकार / TENDER TYPE | SINGLE TENDER ENQUIRY (PAC RULE 166(III) of GFR 2017)<br>**Class-I local supplier, Class-II and non-Local suppliers are invited.**<br><br>In case any prospective bidder considers itself eligible and capable of supplying the required item(s) in full compliance with the specifications and conditions stipulated in this Tender Document, such bidder may write to the Store & Purchase Section, IISER Kolkata at purchase@iiserkol.ac.in within seven days from the days from the date publication of this tender with detailed technical literature and supporting documents. |
| कवर की संख्या / NO. OF COVER | Two Bids System (GFR Rule 163) |
| (मूल्यांकन की विधि/METHOD OF EVALUATION)<br>Item Wise Technical Evaluation Allowed (Yes/No) | NO |
| निविदा के प्रकाशन की तिथि /<br>DATE OF PUBLICATION OF TENDER | 03.11.2026 (Tuesday) |
| PRE-BID CONFERENCE, IF ANY | NA |
| ऑनलाइन बोली प्रस्तुत करने की अंतिम तिथि /<br>LAST DATE OF ONLINE BID SUBMISSION | 10.11.2026 (Tuesday) up to 2.00 PM<br>(For details check the tender details page) |
| तकनीकी बोली के खुलने की तारीख /<br>DATE OF OPENING OF TECHNICAL BID | 11/11/2026 (Wednesday) |
| बयाना राशि / EARNEST MONEY DEPOSIT | Please sign a Bid securing declaration as per **Annexure-IX** as per Rule 170(iii) of GFR 2017 for necessary compliance. |

**CONTACT INFORMATION:**

For any queries regarding the tender document, including its terms and conditions or technical specifications, bidders may contact purchase@iiserkol.ac.in

## SECTION -2: GENERAL TERMS & CONDITIONS

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

| | |
|---|---|
| **Part - I** | Technical Bid |
| **Part - II** | Financial Bid |

**2.2 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 compliance:

**2.2.1 Technical Bid on bidder's letter head:** A detailed Technical Bid clearly indicating the item being offered along with all relevant terms and conditions must be submitted. The bidder shall clearly mention the commercial name of the item, along with Make, Model, HSN Code, Part Number, and other relevant product details.

The bid shall mandatorily include all applicable commercial and contractual terms, such as warranty, delivery period, payment terms, and the name of the supplier in whose favour the Purchase Order is to be issued. It shall also specify applicable INCOTERMS (wherever relevant) and furnish details of AMC/CMC, if applicable. All terms and conditions governing the supply should be clearly and unambiguously stated in the Technical Bid.

The bid should be supported by printed technical leaflets/literature of the quoted model of the item, issued by the bidder/manufacturer. The specifications indicated in the quotation shall be fully reflected in and substantiated by the said technical literature. Accordingly, the quoted model shall invariably be clearly identified and highlighted in the leaflet/literature enclosed with the bid.

**2.2.2** The bidder should submit copy of the valid Trade License, PAN, GST Certificate with copy of the latest GST Return, Income Tax Return of any three consecutive financial years out of the last four financial years.

**2.2.3** Acceptance of Tender as per **Annexure- I**.

**2.2.4** Manufacturer's Authorization as per **Annexure- II.**

**2.2.5** Proprietary Article Certificate (PAC) on the Original Equipment Manufacturers (OEM) letterhead, duly signed by the authorized signatory, certifying the proprietary nature of the quoted item and furnishing complete details including the model number, part number, commercial/trade name, HSN code, and justification for proprietary procurement.

**2.2.6** Bidder Information Form as per **Annexure- III.**

**2.2.7** Compliance Statement of Specification, Special Terms & Conditions, if any and other requirements as per **Annexure- IV.** The technical bids shall be evaluated based on compliance with the requirements specified in **Annexure IV**.

**2.2.8** Statement of previous supply orders/Performance Statement as per **Annexure- V**.

**2.2.9** Self-declaration by the bidder as per **Annexure-VI** in respect of category of supplier in pursuance of Public Procurement (Preference to Make in India) Order, 2017 (as amended from time to time). Please tick appropriate option.

**2.2.10** No Relationship Certificate as per **Annexure – VII.**

**2.2.11** Integrity Pact as per **Annexure-VIII** wherever estimated cost of procurement is ₹ 1.00 Crore and above is to be signed on a non-judicial stamp paper of ₹ 100. The soft copy of the signed Integrity Pact to be submitted along with the technical bid and the original hardcopy is to be sent by post to Assistant Registrar (S&P), the Store & Purchase Section, IISER Kolkata, Mohanpur, Nadia – 741246.

**2.2.12** Bid Securing Declaration as per **Annexure-IX.**

**2.2.13** Certificate for Compliance of Rule 144 (XI) of GRF 2017 as per **Annexure-XI.**

**2.2.14** Certificate of Price Reasonability as per **Annexure- XII**.

**2.2.15** Annual Turnover Statement as per **Annexure –XIII.** The average annual financial turnover of the bidder during any three consecutive financial years out of the last four financial years should be at least ₹4,00,000/-. The audited balance sheet and profit & loss account of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries, if applicable.

**2.2.16** Declaration as per **Annexure-XIV**. The equipment(s)/item(s) is/are to be insured by the bidder/OEM on "warehouse (of supplier) to warehouse (of IISER Kolkata) basis" **in case of foreign import where delivery term is CIP/CIF Kolkata or similar.**

**2.2.17** Price Bid Format (Financial Bid) as per **Annexure-XV**.

**2.2.18** Declaration In Respect of The Customs Tariff Head Applicable Foreign Quote as per **Annexure-XVI**.

**2.2.19** 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.

**2.2.20** 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.

**2.2.21** A bid may be declared as unresponsive and be ignored if the bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the Tender Document.

## 2.3 FINANCIAL BID:

**2.3.1** Financial bid should be submitted in CPP Portal only in the given excel format (BoQ). Further, detailed financial breakup as per Proforma format given in **Annexure-XV** should be uploaded. No manual or other form of submission of financial bid will be entertained.

**2.3.2 The bidders are requested to carefully note the method of evaluation as specified under IMPORTANT INFORMATION above. If "Item Wise Technical Evaluation Allowed" is marked as YES, the evaluation shall be carried out on an item-wise basis, and the lowest (L1) bidder for each individual item may be considered for further processing.**



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If "Item Wise Technical Evaluation Allowed" is marked as NO, the evaluation shall be carried out collectively for all items mentioned in the BoQ, and the overall lowest (L1) bidder considering the total quoted value for all items may be considered for further processing. In case if a bidder fails to quote (financial) for a particular item, it may amount to non-compliance, unless otherwise specified in this Tender Document and the said financial bid may not be considered in during the evaluation of financial bids.

**2.3.3** **For Quotation in other than INR**: 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.

**2.3.4** **For Quotation in INR**: The price should be quoted on F.O.R. IISER Kolkata basis inclusive of all 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.

**2.3.5** A separate financial bid with all the terms & conditions as per the format given at **Annexure-XVI** is to be uploaded in .pdf format on the letterhead of the bidder in the respective folder through CPP Portal. It may be noted that, in the event of any discrepancy between the price quoted in the BoQ format on the CPP Portal and that indicated in the submitted PDF document (**except as provided under Clause 2.5.7**), the bid shall be liable for rejection. In such cases, the decision of the Tender Committee, as approved by the Competent Authority, shall be final and binding on all bidders.

**2.3.6** Due to restrictions in the BoQ format on the CPP Portal, which permits quoting in only a single currency, bidders who are required to quote in multiple currencies (for example, a foreign currency and Indian Rupees) are advised to enter the equivalent value in the specified currency (FOREIGN) within the BoQ format on the CPP Portal. Additionally, bidders shall submit a detailed financial breakdown in a supporting financial bid document (.PDF), clearly indicating item-wise amounts in the respective currencies. The Institute shall evaluate the financial bids separately, wherever required, and the successful bidder shall be selected solely on the basis of such financial bid evaluation.

**2.3.7** Cost of all the items should be mentioned clearly and separately, including applicable taxes to the extent possible.

**2.3.8** The bidders are requested to quote for Educational Institutional Price for Equipment, software, etc. since the Institute is eligible for the same. Similarly, the bidders are requested to quote the discounted price for which the Institute is also eligible.

**2.3.9** **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).

**2.3.10** **Undue profiteering:** If the price quoted is higher than the controlled price as stated above, Bidder shall specifically mention this fact in its bid giving reasons for quoting a higher price(s).

If it fails to do so or makes any misstatement, it shall be lawful for the Institute either to revise the price at any stage to bring it in conformity with the sub-clause 2.3.8 above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

## 2.4. ADDENDUM/CORIGENDUM TO TENDER:

Before the deadline for submitting bids, the Institute may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigendum and addendum. The corrigendum and addendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum/ addendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum/ addendum. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Institute may suitably extend the deadline for the bid submission, as necessary. After the Institute makes such modifications, any Bidder who has submitted its bid in response to the original invitation shall have the opportunity to either withdraw its bid or re-submit its bid superseding the original bid within the last date of bid submission.

## 2.5 EVALUATION OF BIDS:

2.5.1 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.

2.5.2 The Tender Committee will evaluate the Technical Bids as per **Annexure-IV**, other relevant requirement/ terms & conditions stated in this NIT 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.

2.5.3 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.

2.5.4 **Provision for feedback/ representation/comment from bidders:**

The Technical Evaluation Summary shall be published for information and perusal of all the bidders. The bidders are instructed to check/evaluate the Technical Evaluation Sheet published carefully and in case of any feedback/ representation/comment, the bidders are requested to provide such feedback/ representation/comment point wise with all valid supporting document/information within 48 hours from the date publishing of the Technical Evaluation Sheet through given email id (purchase@iiserkol.ac.in)

The feedback/ representation/comment received shall be evaluated by the Institute for necessary action, if any. Please note that merely stating that your bid complies with all the terms & condition and eligibility criteria shall not make your bid eligible for reconsideration. The decision of the Institute in this respect shall be final and binding on the bidders.

**2.5.5** The financial bids of the technically qualified bids shall be opened only.

**2.5.6** In case of tender where multi-currency bid is allowed, the Institute while evaluating the financial bids may consider the detailed break up of financial bids received via CPP Portal including the BoQ to ascertain and evaluate the resultant financial bids in Indian rupees considering the delivery term as FOR Destination including cost of estimated custom clearing charges and other relevant charges as per the current policy of Institute (**Quote in Foreign Currency in CIP * Currency Conversion Rate as on date of opening financial bids*(28% or 22.50% if duty free item) plus quote in Indian rupees if applicable**).Please note the similar policy will be followed when financial bides from different bidders are received in different currencies.

In case of duty-free items, the bidder should give a suitable undertaking on its letterhead mentioning the make, model, HSN Code, etc.

The Institute shall evaluate the financial bids separately, wherever required, and the successful bidder shall be selected solely on the basis of such financial bid evaluation.

In case of any unforeseen event/outcome not stated in this Tender Document, the decision of the Institute shall be final and binding on all the parties.

**2.5.7** **Right to Reject any or all Bids:** The Institute reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

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## SECTION -3: OTHER TERMS & CONDITIONS

### 3.1 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.

### 3.2 DELIVERY:

The time for and the date for delivering the Goods/Services, etc. as applicable, stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date of delivery so specified or extended.

**3.2.1** **Delivery period for Foreign Consignment (quoted in foreign currencies, for reference only)**: The delivery of the consignment(s) is/are to be made and installed, if applicable, **within 45 days** in general from the date issue of the Purchase Order.

**3.2.2** Wherever Letter of Credit (L/C) is to be established, the delivery of the consignment(s) is/are to be made **within 45 days** in general from the date of establishment of Letter of Credit. However, the Institute may consider the time frame quoted by the selected bidder, if it is found to be reasonable.

**3.2.3** **Delivery period for Indigenous Consignment (Quoted in INR, for reference only):** The delivery of the consignment(s) is/are required to be made and installed, if applicable, **within 45 days** in general from the date issue of the Purchase Order.

**3.2.4** **Terms of Delivery:** Terms of delivery (INCOTERMS e.g., F.O.R. destination/ CIF/ CIP/DAP etc.) shall determine the point at which the responsibilities and property in goods passes over from the selected bidder to the Institute. These terms also determine the time of delivery. The selected bidder shall either deliver free or F.O.R. or C.I.F. at the place/ places or otherwise as detailed in the contract, the quantities of the Goods detailed therein, and the Goods shall be delivered or dispatched not later than the dates stipulated in the contract. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the prior written permission of the Institute.

The responsibility of the selected bidder and the Institute shall also be governed by the INCOTERMS mentioned in the Purchase Order issued.

**3.2.5** **Customs Tariff Heads:** When the Institute is responsible for filing the Bill of Entry, the selected bidder must mention the **Customs Tariff Head (CTH)** on the import invoice. The selected bidder must further ensure that the CTH mentioned is accurate and compliant with current international and Indian customs regulations.

In case of any misclassification of Customs Tariff Head which lead to short paid duty pointed out by Customs Authority, Audit etc., such short-paid duty shall be paid by the selected bidder to the Institute for payment to Customs.

In case of any misclassification of Customs Tariff Head which lead to excess paid duty pointed out by Customs Authority, Audit etc., such excess paid duty shall be reimbursed by the selected bidder to the Institute.

**3.2.6** The selected bidder shall not dispatch the Goods after the expiry of the delivery period. The selected bidder must apply to the Institute to extend the delivery period and obtain the same before despatch. If the selected bidder dispatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any

other expense related to such supply shall lie against the Institute.

**3.2.7 Part Supplies:** Part supplies are not permitted unless expressly stipulated in the NIT or Purchase Order, or approved through the Institute's prior written consent.

**3.2.8 Notification of Delivery**: Notification of delivery or dispatch (Invoice, Challan, Packing List, Airway Bill, e-Waybill, etc. as applicable) of supply shall be made to the consignee and to the Institute immediately on dispatch or delivery.

**3.2.9** The Selected bidder shall bear and reimburse the Institute demurrage/ wharfage or other charges, if any, paid because of delay on the selected bidder's part in forwarding Cargo Arrival Notice.

**3.2.10 Extension of Delivery Period:** If at any time during the currency of the contract, the selected bidder encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, it shall promptly inform the Institute in writing about the same and its likely duration. It must make a request to the Institute for an extension of the delivery schedule. On receiving the selected bidder's communication, the Institute shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

**3.2.11 Liquidity Damages:** 0.5 % 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 necessary condition regarding the execution of LD Clause as mentioned above is given bellow:

**3.2.12 Denial Clause:** No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy, leviable in respect of the Goods and incidental Works/ Services stipulated in the concerned Purchase Order/Contract/Work Order which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

The Institute shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

## 3.3 PERFORMANCE SECURITY:

The selected supplier shall require to submit the performance security in the form of unencumbered Non-encumbered bank guarantee (**Annexure-X**) issued by any Indian Nationalized Bank /Schedule Bank for an amount of 5 (five) percent of the order value or for any other percentage as applicable in case of purchase value of ₹ 5 Lakh or more within 14 days from the date of issue of the Purchase Order and the Non-encumbered bank guarantee should valid for a period of sixty days beyond the date of completion of all contractual obligations of the selected bidder including warranty obligations.

In general, the validity period of Performance security shall be estimated as: Delivery period **PLUS** Warranty Period (as applicable) **PLUS** AMC/CMC Period (As applicable) **PLUS** 2 months **PLUS** 1 month. The Performance Security may be required to be extended a period of sixty days beyond the date of completion of all contractual obligations

**In the case of GTE tenders, the performance security should be in the same currency as**

**mentioned in the purchase order.**

If the selected bidder, having been called upon by the Institute to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Institute at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

Any form of Performance Security as stipulated in the Rule 171 of GFR 2017 is acceptable.

In the event of a breach of contract by the selected bidder, the Institute shall invoke/en-cash the Performance Security submitted and the same shall be considered as forfeited. The decision of the Competent Authority of the Institute in this respect will be final and binding on all the stake holders. Performance Security may be refunded/released to the supplier without interest, as applicable, after it duly performs and completes the contract in all respects.

**3.4 EARNEST MONEY DEPOSIT:**

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

**3.5 PAYMENT:**

- **For Foreign Payment:** The payment will be released through Irrevocable Letter of Credit (LC) **AND/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, Performance Security (Please refer to PERFORMANCE SECURITY clause), integrity pact (if applicable). The 80% of the invoice amount will be paid on presentation of original shipping documents to our bankers and on acceptance of the goods/items. The balance 20% will be paid after successful installation, commissioning, demonstration of the whole system, imparting training.

  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 (Please refer to PERFORMANCE SECURITY clause).

- **For Indigenous Payment:** The payment will be made within 30 days after completion of the successful supply, installation, commissioning, demonstration of the whole system, imparting training as applicable. The performance security must be submitted as per PERFORMANCE SECURITY clause.

- **Advance payment:** No advance payment shall be made.

**3.6 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.

**3.7 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.

**3.8 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.

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



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### 3.10 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 its advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

### 3.11 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.

### 3.12 AFTER SALES SERVICE:

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

### 3.13 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.

1) **Class-I local supplier** – has local content equal to more than 50%
2) **Class-II local supplier** – has local content more than 20% but less than 50%
3) **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 as per **Annexure-VII**. The detail 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.

**3.14 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.

**3.15 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 Institute 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 Institute in writing of such conditions within a week from the commencement thereof with reasonable evidence. Unless otherwise directed by the Institute in writing, the selected bidder shall continue to perform its obligations under the Purchase Order issued as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

**3.16 RESOLUTION OF DISPUTES:**

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

In case of Dispute or difference arising between the Institute 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/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him/her 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.

**3.17 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.

**3.18 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.

### 3.19 TERMINATION FOR DEFAULT:

The Institute 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 Institute; or
b) If the Supplier fails to perform any other obligation(s) under the Contract.
c) If the Supplier, in the judgment of the Institute 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 Institute terminates the Contract in whole or in part, the Institute 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 Institute 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.

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**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 Selected bidders/ sub-selected bidders 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 selected bidders 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 selected bidder from such countries unless such selected bidder 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.**

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**ANNEXURE-II**

**MANUFACTURER'S 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 Selected bidder 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**) **It is certified that the products, technologies, components, and services offered under this bid are of the latest version and have not reached end-of-life.**

**4) It is further certified that spare parts and services for products, technologies, components, and services offered under this bid shall be available for 8-10 years.**

5) 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: ……..

6) 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**

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**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/ Selected bidder particulars:**

(a) Name of the Company:…….

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

(c) Valid Trade License No:

(d) Registration, if any, with The Institute: ……..

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

(f) Place of Registration/ Principal place of business/ manufacture ……

(g) Complete Postal Address: ……..

(h) Pin code/ ZIP code: ……

(i) Telephone nos. (with country/ area codes): ……

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

(j) Contact persons/ Designation: ……

(k) Email IDs: ……

Company's Legal Status (tick on appropriate option)

1) Limited Company

2) Undertaking

3) Joint Venture

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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 ontacts): ……

☐ 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 authorized 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.

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*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)

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**ANNEXURE-IV**

**COMPLIANCE STATEMENT OF SPECIFICATION, SPECIAL TERMS & CONDITIONS, IF ANY AND OTHER REQUIREMENTS**

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

**ITEM DETAILS:** IR SOURCE ASSEMBLY AND DETECTOR FOR EXITING FT-IR SPECTROPHOTOMETER

**TENDER REF. NO.:**

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

**PART A: COMPLIANCE OF COMMERCIAL TERMS & CONDITIONS AND PURCHASE NORMS:**

| OTHER REQUIREMENTS | COMPLIANCE/DEVIATION (YES/NO/COMMENT) |
|---|---|
| **CONTENT OF TECHNICAL COVER/FOLDER** | |
| Quoted the make and model of the item | |
| Submitted Technical Bid on bidder's letter head. | |
| Submitted copy of the valid Trade License, PAN, GST Certificate, Income Tax Return of any three consecutive financial years out of the last four financial years. | |
| Submitted Acceptance of Tender as per **Annexure- I.** | |
| Submitted Manufacturer's Authorization as per **Annexure- II.** | |
| **Proprietary Article Certificate (PAC)** on the Original Equipment Manufacturers (OEM) letterhead | |
| Submitted Bidder Information Form per **Annexure- III**. | |
| Submitted Compliance Statement of Specification, Special Terms & Conditions, if any and other requirements as per **Annexure- IV**. | |
| Submitted Statement of Previous Supply Orders/Performance Statement as per **Annexure- V.** | |
| Self-declaration by the bidder as per **Annexure-VI** in respect of category of supplier in pursuance of Public Procurement (Preference to Make in India) Order. | |
| Submitted No Relationship Certificate as per **Annexure – VII**. | |
| Submitted Integrity Pact as per Annexure-VIII wherever estimated cost of procurement is ₹ 1.00 Crore and above. (to be submitted as part of the technical bid on non-judicial stamp paper of ₹ 100.) | **Not Applicable** |
| Submitted Bid Securing Declaration as per **Annexure-IX.** | |
| Submitted Certificate for Compliance of Rule 144 (XI) of GFR 2017 as per **Annexure-XI**. | |
| Submitted Certificate of Price Reasonability as per **Annexure- XII.** | |

| OTHER REQUIREMENTS | COMPLIANCE/DEVIATION (YES/NO/COMMENT) |
|---|---|
| Annual Turnover Statement as per **Annexure –XIII**. The average annual financial turnover of the bidder during any three consecutive financial years out of the last four financial years should be at least ₹ 4,00,000/-. | |
| Submitted Declaration as per **Annexure-XIV**. | |
| Submitted Declaration in Respect of The Customs Tariff Head Applicable Foreign Quote as per **Annexure-XVI**. | **Not Applicable** |
| **CONTENT OF FINANCIAL COVER/FOLDER** | |
| Submitted Price Bid Format (Financial Bid) as per **Annexure-XV**. | |
| Quoted BoQ | |

**PART B: COMPLIANCE OF SPECIFICATION/SCOPE OF WORK AS PER NIT:**

| S. NO. | SPECIFICATION DETAILS | OFFERED SPECIFICATION | COMPLIANCE STATEMENT (YES/NO/COMMENT) |
|---|---|---|---|
| 1 | **SPECIFICATION FOR DETECTOR**<br>• Detector element for iS5 FTIR<br>• Window Type: KBr<br>• Includes desiccant<br>• Operating temperature: -20°C to 55°C<br>• Working IR Range: 12500 $cm^{-1}$ to 350 $cm^{-1}$<br>**SPECIFICATION FOR IR SOURCE**<br>• Emit IR radiation in the Mid-IR range.<br>• Fits into iS5 FTIR.<br>• Includes desiccant box.<br>WARRANTY: 90 days | | |

---

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal)

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**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 |
|---|---|---|---|---|---|---|
| | | | | | | |

Bidders are strictly instructed to upload the supporting **order copy /contract documents with installation certificate and performance certificate certified by the existing users/organization** of similar goods items equipment showing the credibility with entire details including the value of order**.**

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

***NOTE: PLEASE REFRAIN FROM MASKING/HIDING THE PRICE INFORMATION FROM THE ORDER COPIES SUBMITTED.***

**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 bid is 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 2017 for which we may can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules 2017 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**: 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).

1. 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.

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**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 the Institute. (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**

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**ANNEXURE-VIII**

**INTEGIRTY PACT**
**(TO BE SUBMITTED AS PART OF THE TECHNICAL BID ON NON-JUDICIAL STAMP PAPER OF ₹ 100/-)**

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/Selected bidder" 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 Selected bidder(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/ Selected bidder'**

1. The 'Bidder/ Selected bidder' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Selected bidder' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
   a) The 'Bidder/ Selected bidder' 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/ Selected bidder' shall not enter with other Bidder's info 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/ Selected bidder' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Selected bidder' 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/ Selected bidder' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Selected bidders 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/ Selected bidder. 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/ Selected bidder' 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/ Selected bidder 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/ Selected bidder' 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/ Selected bidder', 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/ Selected bidder' 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/ Selected bidder' from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover from 'Bidder/ Selected bidder' 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 selected bidder liquidated damages of the contract value or the amount equivalent to Performance Non-encumbered 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/ Selected bidders/ Sub-selected bidders**

1. In the case of Sub-contracting, the Principal Selected bidder shall take responsibility for the adoption of the Integrity Pact by the Sub-selected bidder.

2. The principal shall enter into agreements with identical conditions as this one with all Bidders and Selected bidders.

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)/ Selected bidder(s)/ Subselected bidder(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Selected bidder or Subselected bidder, or of an employee or a representative or an associate of a Bidder, Selected bidder or Subselected bidder 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/ Selected bidders as confidential. He/ she reports to the Head of the Procuring Organisation.

3. The Bidder(s)/ Selected bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the selected bidder. The Selected bidder 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-selected bidders.

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4. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Selected bidder(s)/ Sub-selected bidder(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 selected bidder. 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 Organization, 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. 9The 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 selected bidder 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 selected bidder 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 | For and on behalf of 'Bidder/ Selected bidder' |
| (Name of the Officer and Designation) (Office Seal) | (Name of the Officer and Designation) (Office Seal) |
| Witness 1: | Witness 2: |
| (Name & Address | (Name & Address) |

IISER KOLKATA

**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*, the undersigned, declare that:

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**

IISER KOLKATA

**ANNEXURE-X**

**NON-ENCUMBERED 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 Institute]

Whereas…… (name and address of the selected bidder) (hereinafter called "the selected bidder") 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 selected bidder 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 selected bidder such a Non-encumbered bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the selected bidder, 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 selected bidder 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 sail debt from the selected bidder 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 selected bidder 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 Non-encumbered 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.

IISER KOLKATA

**ANNEXURE-XI**

**CERTIFICATE FOR COMPLIANCE OF RULE 144 (XI) Of GFR 2017**

(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:**

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)** we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

**(B)** we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

(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**

IISER KOLKATA

**ANNEXURE-XII**

**PRICE REASONABILITY CERTIFICATE**

[To be provided on company Letterhead]

**Tender Reference Number:**

**Product Name:**

It is certified that the rates quoted in our bid document are the same and not higher than those quoted with other Government, public sector or private organizations. In case it is found that our supplies or quotes a lower rate to other Governments, public sector or private organizations, we would reimburse the excess.

**(Seal & Signature of the bidder)**

IISER KOLKATA

**ANNEXURE-XIII**

**ANNUAL TURNOVER STATEMENT**

***(To be furnished on the letterhead of the bidder)***

| Financial Year | Annual Turnover (INR) | Annual Turnover (in Words) | Remarks (if any) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

Total Turnover for the Last Three Financial Years: _____

Average Turnover for the Last Three Financial Years

Declaration:

I/We hereby declare that the above information is true and correct to the best of my/our knowledge and belief. If any information is found to be false at any stage, IISER Kolkata shall have the right to reject our bid.

Date: _____

Place: _____

Authorized Signatory (Signature with Seal)

Name: _____

Designation: _____

Company Name: _____

***Chartered Accountant Certification (Mandatory In case the turnover is more than 2 crore)***

*This is to certify that the above turnover details have been verified from the audited financial statements/records of M/s _____ and found correct.*

*Seal & Signature of Chartered Accountant Name: _____*

*Membership No.: _____*

*UDIN: _____*

IISER KOLKATA

**ANNEXURE-XIV**

**DECLARATION**

[To be provided on company Letterhead]

TO
THE DIRECTOR
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

**Tender Reference Number:**

I/We* hereby certify that equipment(s)/item(s) is/are to be insured by me/us on "warehouse (of supplier) to warehouse (of IISER Kolkata) basis", if selected. The required cost shall be borne by me/us and no extra charges shall be raised on IISER Kolkata.

I/We* shall indemnify and hold harmless, free of costs, the procuring entity and its employees and officers of IISER Kolkata from and against all losses, damages, costs, etc. before delivery of equipment(s)/item(s) and installation, if applicable, for the causes not attributed to IISER Kolkata.

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

……..

……..

IISER KOLKATA

**ANNEXURE-XV**

## PRICE BID FORMAT (FINANCIAL BID)

TO
THE DIRECTOR
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

**Tender Reference Number:**

**Part -B. Indigenous Component (if Applicable)**

| Sl. No. | Item Description | Make /Brand | Model No. | Part No./ Cat No | HSN Code | Quantity | Unit Price (₹) | Total (₹) |
|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| | | | | | | | **Amount without Tax** | |
| | | | | | | | **Add: GST /Tax as Applicable** | |
| | | | | | | | **Gross Amount (Part-B)** | |

**Important Instructions to Bidders:**

- Please add Row if required.

**Authorized Signatory (Signature with Seal)**

IISER KOLKATA

**ANNEXURE-XVI**

## DECLARATION IN RESEPECT OF THE CUSTOMS TARIFF HEAD APPLICABLE FOREIGN QUOTE

[To be provided on company Letterhead]

**Tender Reference Number:**

**Product Name:**

The item quoted is under the following Custom Tarif Head as per The Customs Tariff Act 1972:

| | |
|---|---|
| **Customs Tarif Head (CTH)** | |

This is also certified as under (please tick as applicable):

- The item quoted is exempted from Customs Duty ☐
- The item quoted is NOT exempted from Customs Duty ☐

**(Seal & Signature of the bidder)**

**Note:** Please read and confirm this Annexure-XVI in conjunction with Clause 3.2.5 stated above. Furthermore, if the quoted item is exempt from Customs duty, please provide the relevant details along with supporting documents, if any.

IISER KOLKATA