



Tata Institute of Fundamental Research
टाटा मूलभूत अनुसंधान संस्थान

**Autonomous Institution of the Department of Atomic Energy, Government of
India (A Deemed University)**

HOMI BHABHA ROAD, NAVY NAGAR, COLABA, MUMBAI - 400 005.

Tel. No.: 2278 2886/2510/2897/2884/2890

परमाणु ऊर्जा विभाग, भारत सरकार का स्वायत्त संस्थान (एक डीम्ड विश्वविद्यालय)

होमी भाभा रोड, नेवी नगर, कोलाबा, मुंबई - 400 005

दूरभाष. क्रमांक: 2278 2886/2510/2897/2884/2890

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Single Quote Tender

E-TENDER NOTICE/ई-निविदा सूचना

Tender Document/निविदा दस्तावेज

For/के लिए

**Procurement of Tektronix-Keithley make SMU/
टेक्ट्रोनिक्स-कीथली निर्मित एसएमयू (SMU) की खरीद**

E-TENDER NO: TIFR/PD/CA26-16/260091 dt. 14.05.2026

ई-निविदा संख्या: TIFR/PD/CA26-16/260091 दिनांक 14.05.2026



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PART A – NOTICE INVITING TENDER

To,
M/S. SAN INSTRUMENTS
207 ADARSH INDUSTRIAL ESTATE,
SAHAR ROAD, CHAKALA,
BEHIND CIGARETTE FACTORY,
ANDHERI EAST, MUMBAI-400059
MAHARASHTRA, INDIA
E-mail – sales@saninstruments.com
Login ID – sales@saninstruments.com

1.0 Tender Notice

Online bids under Single- bid System are invited on behalf of Director, TIFR Mumbai for award of contract for Procurement of **Tektronix-Keithley make SMU at TIFR Colaba, Mumbai 400005**. The details of the tender including the scope of work, technical specification etc is given in this tender document. All the prospective bidders are requested to go through the tender document before submitting their bids.

Serial No.	Item Description	Qty.
1.	Procurement of Tektronix-Keithley make SMU	1 no.

निविदा संख्या / Tender No.	TIFR/PD/CA26-16/260091
निविदा शुल्क / Tender Fees	-
अनुमानित मूल्य / Estimated Cost	Rs. 11,77,050/- (Rupees Eleven Lakh Seventy-Seven Thousand Fifty Only)
निविदा का प्रकार / Type of Tender	Single Quote (One-Part System)
निविदा दस्तावेजों को ऑनलाइन डाउनलोड करें / Online download of Tender documents	From 14.05.2026 to 25.05.2026 up to 12:00 hrs Tender documents can be downloaded from TIFR website: www.tifr.res.in/e-tender or CPPP portal https://eprocure.gov.in
बयाना राशि / Earnest Money Deposit	INR Rs. 23,541/- (Rupees Twenty-Three Thousand Five Hundred Forty-One Only)
बोली-पूर्व बैठक / Pre-bid meeting	-
बोलियाँ जमा करना / Submission of Bids	The bids are required to be submitted online on the CPPP portal i.e http://eprocure.gov.in . Under the One bid system the Technical bid and Price bid are required to be uploaded separately on portal
बोलियाँ ऑनलाइन जमा करने की अंतिम तिथि और समय/ Last date and time for online submission of bids	25.05.2026 up to 12.00 hrs (BID DUE DATE)
निविदा खोलने की तिथि एवं समय / Date and time of opening of tender	26.05.2026 at 12.00 hrs
ऑनलाइन बोली प्रस्तुत करने के लिए वेबसाइट / Website for Online Bid Submission	https://eprocure.gov.in

कृपया ध्यान दें कि इस निविदा के लिए सिर्फ ऑनलाइन बोली पर ही विचार किया जाएगा।

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER.

इसके अलावा स्थगन की मांग को स्वीकार नहीं किया जाएगा। डाक/फैक्स/ईमेल द्वारा भेजी जाने वाली बोलियों को तुरंत अस्वीकार कर दिया जाएगा। टीआईएफआर के कार्यकारी निदेशक को बिना किसी कारण दिए किसी या सभी निविदाओं को आंशिक रूप में या पूर्ण रूप में स्वीकार करने / खारिज करने का अधिकार है।

Further, requests for postponement will not be entertained. Bids send by post/Fax/email bids shall be rejected straightway. Executive Director, TIFR reserves the right to accept/ reject any or all tenders either in part or in full without assigning any reasons thereof.

क्रय अधिकारी ,
टीआईएफआर, मुंबई
Purchase Officer TIFR,
Mumbai

Note:

- 1) The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft drawn in favour of the Tata Institute of Fundamental Research. The original Earnest Money/Bid Security must be delivered to Purchase Section, 1st floor, Room- A116, A Block, TIFR, Old Navy Nagar, Colaba, Mumbai -400005 till bid opening date and time as mentioned above failing which the bid shall be summarily rejected.
- 2) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 3) Bidders are advised to visit this website regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 4) Intending bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of bid, for any corrigendum.
- 5) The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
- 6) In case of any clarification with regard to submission of bids please contact Shri. Milind Waghmare (Tel: 022-22782884) or Shri. Vinayak Rathod (Tel: 022-22782893) or Smt. Akanksha Mishra (Tel: 022-22782897) or Shri Deepak Baghele (Tel: 022-22782890). Also, you may contact Shri K. Kameshwara Rao, kamesh@tifr.res.in (Tel: 022-22782773), TIFR, Mumbai 400005 for any technical clarifications.
- 7) The bidders are advised to read the “Guidelines to bidders on CPPP’s e-procurement module” available at the end of this tender document before submitting their bids.

A) General Instructions:

1. This invitation for bids is open to Original Manufactures (OEM) /Authorized Dealers/Authorized Distributors/Subsidiary Indian Company of the OEM /Indian Agent on behalf of the Foreign Manufacturer or Principals of the tendered equipment. The bidder must be legal entity having a Permanent Account Number (PAN), Certificate of Incorporation, and Valid GST Registration Certificate is to be submitted.
2. Indian Agent cannot represent two different foreign principals for the same item in one tender.
3. Such equipment's must be of the most recent series/models incorporating the latest improvements in design.
4. The Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for one year after end of warranty period if required.
5. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
6. Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.
7. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
8. Bidders who have not accepted the job/order awarded to them or withdrawn from the tender process OR whose EMD/Security deposit has been forfeited in the past their bids will not be considered and treated as ineligible / disqualified.
9. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
10. In case of any interpretational issues in this tender, the interpretational decision of the TIFR shall be Final & binding on the bidder.
11. TIFR reserve the right to ask for or to provide any clarification, changes after the release of this tender.
12. TIFR reserves the right to cancel the tender even after the receipt of tender, and in such case the EMD would be refunded without any interest to the bidding parties.
13. Tenders who do not comply with any of the conditions are liable to be rejected.
14. The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.

15. TIFR is entitled for concessional rate of Custom Duty under the notification No.51/96 dated 23.07.1996, for all procurements/supply meant exclusively for Educational, scientific and research purpose. Whenever the exemption certificate not honored by the authorities, the applicable duty will have to be paid.
16. TIFR reserves the right to place the order for part/reduced quantity than what is specified in the tender.

B) Cost of Bidding

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

THE BIDDING DOCUMENTS

1. Cost of Bid Document

As mentioned on NIT.

2. Contents of Bid Document

The Bidder is expected to examine all instructions, forms, terms (ITB/GCC/SCC etc.), and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.

3. Amendment to Bid Document

The prospective bidders are **required** to keep a watch on the CPPP/TIFR website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders up to seven days prior to the opening of the tender. The Purchaser reserves the right to reject the bids if the bids are submitted without considering these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

4. Documents Comprising the Bid

Part” A” (Technical Bid) consisting of Technical Bid with Commercial Terms and **Part “B” (Financial Bid)** consisting of only Price shall be submitted online on CPPP Portal.

The Techno-Commercial Unpriced Bid prepared by the bidder shall include the following without indicating the price in the Bid form.

- Bid Security Declaration (Annexure 1).
- Manufacturer’s Authorization Form (Annexure 2).
- Certificate of Registration (as per Annexure 3).
- Certificate of availability of spares (Annexure 4).
- Performance Bank Guarantee Form (Annexure 5).

- Integrity Pact (Annexure 6).

5. Bid Prices

The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.

Prices indicated shall be entered separately in the following manner **(For Indigenous Items):**

- The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable.
- Taxes:** TIFR is exempted from paying of Custom Duty under the notification No. 51/96 dated 23.07.1996, for all procurement/supply meant exclusively for Educational, Scientific and research purpose, Whenever the exemption certificate not honored by the authorities, the applicable duty will have to be paid. Hence Custom duties, if any, should be shown separately. **(Full custom duty rate to be quoted in price bid)**
- Rates should be quoted F.O.R. at site at TIFR, Mumbai inclusive of packing, forwarding, loading & unloading, shifting up to the site of installation at TIFR, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately and clearly. Vague terms like packing, forwarding, transportation etc. without mentioning the specific amount/ percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be assumed as all-inclusive of above charges.

6. Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price the bid will be treated as non-responsive and rejected.

7. Documents Establishing Bidder's Eligibility and Qualifications

- Pursuant to TIFR, the bidder shall furnish, as part of the bid, documents establishing the bidders' eligibility to bid and qualification to perform the contract if the bid is accepted.
- That the bidder meets the qualification criteria listed in Bid Document.

8. Period of Validity of Bids

Bids shall remain valid for **180 days** from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

Sd/-
ADMINISTRATIVE OFFICER
(PURCHASE SECTION)
TIFR, MUMBAI

The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by TIFR will be out rightly rejected. Tender documents can be downloaded from website of CPPP www.eprocure.gov.in. The bids are to be uploaded/submitted in electronic form on website www.eprocure.gov.in.

The following steps noted below shall be the general methodology to be followed by the bidders for submission of his bid on the E-procurement module of CPPP: -

1. It is mandatory for tenderer to have a valid digital signature certificate issued by any of the valid Certifying Authority approved by Government of India for participation in e-tendering event at the time of submission of offer. The cost of digital signature will be borne by respective tenderer.
2. Offer against the NIT has to be submitted online on e-procurement website mentioned in the NIT with valid digital signature certificate. The bidders shall be required to submit their offers in 2 separate parts_ (a) ‘Technical & Unpriced Commercial Bid’ and (b) ‘Financial Bid’.
3. Submission of online Bids / Offers electronically against E-tendering: All interested bidders are requested to register themselves on www.eprocure.gov.in with their digital signature certificate with the user ID for participation in the tender. Kindly refer bidders manual kit available on bidders’ section on above mentioned website for details procedure for bid submission or Bidders can take help of our Helpdesk Center (18002337315) for registration and bid submission procedures.
4. The Unpriced Technical Bids and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in originals like EMD instrument if applicable have to be submitted offline.
5. The online offer, Pre-qualification details & Technical Bid, shall be opened as per the date and time mentioned in the NIT.
6. The Technical & Un-priced Commercial bids opened shall be scrutinized for technical commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected outright.
7. The offer which meets the NIT requirements, technically (including pre-qualification criteria) and commercially, shall be eligible for further consideration.
8. Price bids of bidder shall be considered who fulfill the Eligibility criteria and techno-commercial requirement of NIT. Please read instructions given below before submission of Price Bid i.e. BOQ (spread sheet).
9. Bids should be submitted as per following instructions only:

(A) Technical Bid:

Packet 1: Scanned copy of “Process compliance Form” (Annexure 1 to 6) printed on bidder’s letter head with duly signed by appropriate authority.

Packet 2: Scanned copy of “Technical Bid” (Part-D) along with the scanned copies of technical

Details/Documents as per tender document.

Packet 3: Scanned copy of DD/Pay Order (For EMD)

(B) FINANCIAL BID

Financial Bid i.e. BOQ (Part “A”) given with tender to be uploaded after filling all relevant information like rate. The Rate should be inclusive of all charges and no other charges shall be considered. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet will not be accepted by system)

The Evaluated Cost shown in last column of BOQ sheet is the amount on which Lowest bidder will be decided subject to the bid being found technically qualified.

(C) Please read following instructions before filling & submission of BOQ sheet:

- a. Please note that e-procurement system accepts the uploaded BOQ sheet only, any modification in file format or changing name of file will results into non-acceptance of your offer by e ProcurementSystem.
- b. Kindly fill data in fields of ‘BOQ Sheet’ as per following Instruction only: Bidders Name: Kindly put complete name of bidding firm/company Rate: Kindly put the ‘Rate per unit (Inclusive of all charges)’ e.g. Rs. 500 per Item in white cell in front of each item you want to quote.
- c. Please save your BOQ sheet (Financial bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).

1. Definitions

- (i) In this Contract, the following terms shall be interpreted as indicated:
 - (i) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein.
 - (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations.
 - (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
 - (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract
 - (v) "GCC" mean the General Conditions of Contract contained in this section.
 - (vi) "SCC" means the Special Conditions of Contract.
 - (vii) "The Purchaser" as specified in Special Conditions of Contract.
 - (viii) "The Purchaser's country" is "India".
 - (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (x) "Day" means calendar day.
 - (xi) TIFR/Director/Purchaser represents the same entity.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. When no applicable standard is mentioned, the authoritative standard appropriate to the Goods' country of origin shall apply. Such standards shall be the latest issued, by the concerned institution.

4. Use of Contract Documents and Information

- 4.1 The bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

5. Patent Rights

5.1 The bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids, EMD & Tender Fees:

6.1 A Money (**EMD**) for **Rs. 23,541/-** has to be deposited in the form of Demand Draft, Bank Guarantee or through online transfer through bank (Bank details to be provided on demand) in favour of **Tata Institute of Fundamental Research** payable at Mumbai.

EMD shall be interest free and it will be refunded to the unsuccessful bidder without any interest. EMD will be forfeited if the bidder withdraws or amend impairs or derogates from the tender in any respect.

6.2 Micro and Small Enterprises (MSEs):

6.2.1 Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)

6.2.2 The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.

6.2.3 The bidder submits registration of Udyog Aadhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

6.3 Requirement of Registration of Bidders

6.3.1 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per order issued by the Government of India (Order No. F.No.6/18/2019-PPD) dated 23rd July, 2020.

6.3.2 “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

6.3.3 Necessary certificate/Undertaking to be submitted as per the Annexure attached.

6.4 Purchase Preference Policies.

6.5.1 The TIFR intends to give product preference to local suppliers in line with current procurement policies of Govt. of India.

6.5.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in “Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP” (OM No. P-45021/2/2017-PP(BE-

II) dated 04th June, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure-A attached with the tender document.

6.5.3 Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Item Nomenclature
- (ii) Order/Contract No.
- (iii) Country of Origin of Goods
- (iv) Supplier's Name and
- (v) Packing list reference number

9. Delivery and Documents

- Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated below. The details of shipping and/or other documents to be furnished by the supplier are specified below.

- Delivery period (**As stated in technical specifications**). The delivery is to be strictly made as per the delivery schedule stated in the Purchase Order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

- (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
 - (iii) Insurance Certificate if applicable;
 - (iv) Manufacturer's/Supplier's warranty certificate;
 - (v) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
 - (vi) Certificate of Origin.
 - (vii) Two copies of the packing list identifying the contents of each package.
- The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

10. Insurance

- 10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 10.2 For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse"(final destinations) on "All Risks" The insurance shall be valid for a period of not less than three months after installation and commissioning. **However, in case of orders placed on EX-WORKS/FOB/FCA basis, the purchaser shall arrange Insurance.**

11. Transportation

- 11.1 Where the bidder is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. Spare Parts

- 12.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided this selection shall not relieve the Supplier of any warranty obligations under the Contract;
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within six months of placement of order.
- 12.3 The supplier should ensure availability of spares for the complete life of the product. A certificate/undertaking to that effect to be submitted as a part of the technical bids as per annexure provided in bid document.
- 12.4 Furnishing of one set of detailed operations & maintenance manual.

13. Warranty

- 13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from manufacturing, design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site.**
- 13.2 This warranty shall remain valid (**As stated in technical specifications**) after the Goods or any portion thereof as the case may be, have been delivered, installed & commissioned and accepted at the final destination indicated in the Contract.
- 13.3 Warranty period shall be (**As stated in technical specifications**) from date of successful installation of equipment. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier's discretion shall apply making such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at supplier own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**
- 13.4 **If during the period of warranty any component or spare part is needed to be imported, all associated cost for replacement shall be borne by the supplier including the cost of customs duty, customs clearance charges etc.**

14. Payment

- 14.1 **Local Supply**, the Payment Term Will be net 30 days against submission of "**Performance Bank Guarantee**" for an amount equivalent to **5%** of the Purchase Order Value. The PBG shall be valid for a period of **60 days** beyond the date of warranty period.

Bank Guarantee (BG) will not be accepted directly from Supplier, it should be received through the banker of supplier.

In exception case, BG will be accepted directly from the party/supplier provided a covering letter with Xerox copy of BG is received directly from banker of supplier. Without the receipt of BG along with the letter from Bank, the payment will not be released.

- 14.2 Agency commission, if any shall be paid after satisfactory installation & commissioning of the goods.

15. Prices

- 15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in the bid.
- 15.2 The Price quoted for local item/supply, offer should be on FOR basis (i.e. total landed cost for delivery at TIFR, Mumbai)
- 15.3 Price must be quoted strictly as per the Price Bid Format attached herewith.

16.Subcontracts

16.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

16.2 Sub-contract shall be only for bought-out items and sub-assemblies.

17.Delays in the Supplier's Performance

17.1 Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

18.Penalty

18.1 If the Supplier fails to deliver any or all of the Goods or to perform services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.5% per week and the maximum deduction is 5% of the contract price.

19.Termination for Default

19.1 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:

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

19.2 For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.
- (ii) "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 purchaser, 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 purchaser of the benefits of free and open competition;"

20.Force Majeure

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

20.2 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, act of God and freight embargoes.

21. Resolution of Disputes

- 21.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 21.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- 21.3 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 TIFR 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.
- (i) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration. 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.

22. Taxes and Duties

- 22.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable as agreed, if so stipulated in the order.

23. Inspection and Tests:

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- 23.1 Whenever site inspection is specified in the work order, after the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such site inspection and testing by purchaser. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.
- 23.2 The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

23.3 In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

23.4 Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.

24. Manuals and Drawings

24.1 Before the goods are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

24.2 The Manuals shall be in English in such form and numbers as stated in the contract.

24.3 Unless and otherwise agreed, the goods/ equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

25. Applicable Law: The place of jurisdiction would be Mumbai, INDIA.

26. Notices: For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

OPENING AND EVALUATION OF BIDS

27. Opening of Bids by the Purchaser

27.1 The Purchaser will open all Techno Commercial Un-Priced Bids, as per the schedule given in invitation to bids.

27.2 In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened on the next working day.

27.3 The Financial/price bid of technically qualified bidders only will be opened at the date and time to be informed to the qualified bidders.

28. Clarification of Bids

28.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

29. Preliminary Examination

29.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bid from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM/Foreign.

29.2 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

29.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For the purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations.

29.4 On downloading from the website, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tampered with/ changed/modified in any manner whatsoever. If any such modification etc. is noticed by the purchaser at any stage, the bid shall be rejected immediately and EMD shall stand forfeited.

30. Evaluation & Comparison of Bids

30.1 For the bids qualifying for the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

(i) **Indigenous Offers** -The final landed cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.

30.2 Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus, conditional discounted rates linked to quantities and prompt/advance payment etc., will be ignored for determining *inter-se* position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

31. Contacting the Purchaser

31.1 Any attempt by any Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

32. Purchaser's Right to Vary Quantities at Time of Award

32.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions upto $\pm 25\%$.

33. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

33.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract without there by incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

33.2 Evidence regarding credibility of stable performance and maintenance service capability must be provided. The purchaser reserves the right to make judgment on this score and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.

34. Notification of Award

34.1 Prior to expiry of the period of bid validity, the purchaser will notify the successful bidder in writing by Purchase Order.

34.2 Upon the successful performance security, the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

35. Order Acceptance

- 35.1 The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited

36. Performance Security

- 36.1 **The successful Bidder shall furnish the performance security equivalent to 5% of the cost of equipment, in the form of Bank Guarantee from any Nationalized Bank only after installation/commissioning of the equipment(s).**
- 36.2 Bank Guarantee (BG) will not be accepted directly from supplier, it should be received through the banker of Supplier.
- 36.3 In exception case, BG will be accepted directly from the party/supplier provided a covering letter with Xerox copy of BG is received directly from banker of supplier.
- 36.4 Without the receipt of BG along with the letter from Bank, the payment will not be released.

37. Progress of Supply

- 37.1 Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:
- (i) Quantity offered for inspection and date;
 - (ii) Quantity accepted/rejected by inspecting agency and date;
 - (iii) Quantity dispatched/delivered to consignees and date;
 - (iv) Incidental services have been satisfactorily completed with date;
 - (v) Number of rectifications/repairs/replacements effected/completed on receipt of any communication from consignee/Purchaser with date;
 - (vi) Date of completion of entire Contract including incidental services, if any; and
 - (vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

38. Right to Use Defective Goods

- 38.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

39. Supplier Integrity

- 39.1 The Supplier and Buyer are responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

39.2 Integrity Pact as provided at Annexure – 7 to be signed by the supplier and buyer in due compliance with the terms of the contract. Any violation of the integrity pact will result into action against the defaulting party as provided under the pact.

40. Training

40.1 The Supplier is required to train designated Purchaser’s technical and end user personnel to enable them to effectively operate the total equipment.

40.2 The training shall be initially carried out during installation & commissioning for operating and maintaining the system. The specific training on application shall also to be imparted by the supplier. The duration of such training needs to be finalized with the end user of the equipment.

40.3 In case any supplier is not willing to impart such training, the bid shall be treated as non- responsive.

I Purchaser:

**Director,
Tata Institute of Fundamental Research,
Homi bhabha Road, Navy Nagar,
Colaba, Mumbai – 400 005.**

I Supplier:

(To be filled in by the supplier)

.....
.....
.....

In addition to the General Conditions of contracts contained in above, the following special conditions shall apply to contract for supply of plant/machinery/manufactured equipment. These special conditions where they differ from the general conditions in part I shall override the latter.

1. FINAL TEST:

The final test as to performance and guarantee shall commence immediately after completion of installation.

2. REJECTION OF DEFECTIVE CONSIGNMENT:

If the completed instrument or any portion thereof before it is finally accepted is found to be defective or fails to fulfil the requirements of the contract, the purchaser shall give supplier notice setting forth the details of such defects or failure and the supplier shall forthwith rectify the defective instrument to be replaced in place of plant or alter the same to make it comply with the requirements of the contract. Should the supplier fail to do so within a reasonable time the Purchaser may reject and replace at the cost of the supplier, whole or any portion of the plant as the case may be, which is defective or fails to fulfil the requirements of the contract. Such replacement shall be carried out by the purchaser with a reasonable time and the reasonable price and where reasonably possible to the same specifications and under competitive conditions. The supplier shall be liable to pay to the Purchaser the extra cost if any of such replacement delivery and or/or erected as provided for in the contract, such extra cost being the difference between the price paid by the purchaser, under the provisions above mentioned for such replacement and the contract price for them. Supplier shall refund to Purchaser any sum paid by the Purchaser to the supplier in respect of such defective instrument to be replaced in place of instrument.

3. WARRANTY:

The supplier has to provide warranty for a period as specified in the technical specifications after the instrument has been put into operation. The supplier shall be responsible for any defects that may develop under conditions provided for by the contract and under proper use, arising from faulty materials, designs or workmanship in the plant or from faulty erection of the instrument by the supplier, but not otherwise and shall rectify such defects at his own cost when called upon to do so by the purchaser who shall inform in writing such defects.

If it becomes necessary for the supplier to replace or renew any defective portions of the instrument for the purpose of rectification under the clause, the provisions of this clause shall apply to the portions of the plant of replaced or renewed till the end of the above-mentioned period. If any defects be not rectified within reasonable time, the, purchaser may proceed to get the work done at supplier's risk and expenses but without prejudice to any other rights which the Purchaser may have against the supplier in respect of such defect.

4. AVAILABILITY FOR SPARE PARTS & SERVICE SUPPORT:

The supplier shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Purchaser so that the latter may order his requirement of spares in one lot if how so desires.

The supplier shall further guarantee that if he goes out of production of spare parts, then he will make available blue-prints, drawings of spare parts and specifications of material at no cost to the Purchaser, if and when required in connection with the equipment to enable Purchaser to fabricate or procure spare parts from other sources.

The provision of the clause shall remain effective and binding upon the supplier even after the completion or

expiration of the contract and till the instruments supplied under the contract is in use by the Purchaser. Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.

That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract.

5. TRAINING:

The supplier has to provide complete training at site for operation (including trouble shooting) of the instrument.

Technical Specifications of Tektronix-Keithley make SMU

Model No. Keithley 2470
Tektronix-Keithley make SMU
Max Voltage 1100 V
Max Current 1A
Measurement resolution 10fA/100n V

OTHER IMPORTANT TERMS AND CONDITION:

Warranty: One Year

Delivery Period: Within 7 to 8 weeks

Sr. No	Item Description	UNIT	Qty
1	Model No. Keithley 2470 Tektronix-Keithley make SMU Max Voltage 1100 V Max Current 1A Measurement resolution 10fA/100n V	No.	1.00

Annexure – 1

Bid Securing Declaration
(to be submitted on company's letter head)

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.

Name and Signature
of Authorized Signatory
and Company Seal

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Date: _____

**Director,
Tata Institute of Fundamental Research,
Homi Bhabha Road, Navy Nagar,
Colaba, Mumbai – 400 005.**

Dear Sir:

We _____ who are established and reputable manufacturers of having factories/works at _____ (*address*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry mentioned on front page.

No company or firm or individual other than M/s _____ is authorized to bid, and conclude the contract in regard to tender.

We hereby extend our full guarantee and warranty for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un priced bid.

Certificate of Registration

No. _____

Date: _____

**Director,
Tata Institute of Fundamental Research,
Homi Bhabha Road, Navy Nagar,
Colaba, Mumbai – 400 005.**

Dear Sir:

I/We _____ who are established and reputed manufacturers/bidders of _____ having factories/works at ____ (*address*) do hereby declare that “I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that we the undersign Bidder are not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,

(Name)

(Name of manufacturers/ Bidder)

Note: This Certificate/Undertaking should be on the **letterhead of the manufacturer/Bidder** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un priced bid.

Certificate of Availability of Spares
(to be submitted on OEM's letter head)

No. _____

Date: _____

**Director,
Tata Institute of Fundamental Research,
Homi Bhabha Road, Navy Nagar,
Colaba, Mumbai – 400 005.**

Dear Sir:

We _____ who are established and reputable manufacturers of having factories/works at _____ (*address*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry mentioned on front page.

We hereby extend our full support for the supply spares parts including service support as per the special terms and conditions for the entire life of the product quoted by us. The life of the product is estimated to be _____ years.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This Certificate/Undertaking should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un priced bid.

PERFORMANCE BANK GUARANTEE

1. In consideration of the TATA INSTITUTE OF FUNDAMENTAL RESEARCH (hereinafter called “The TIFR”) having agreed under the terms and conditions of Purchase Order No..... dated..... made between. TIFR...and M/s_____. (hereinafter called “the said Contractor{s} “). for the Purchase Order..... (hereinafter called “the said Purchase Order”) having agreed to production of an irrevocable bank Guarantee for Rs. (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Purchase Order, we(Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the TIFR an amount not exceeding Rs. (Rs..... only) on demand by the TIFR.
2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, the said bank, further undertake to pay to the TIFR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of the TIFR under or by virtue of the Purchase order have been fully paid and its claims satisfied or discharged or Purchase Officer on behalf of the TIFR certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the TIFR that the TIFR shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TIFR against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TIFR or any indulgence by the TIFR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the TIFR in writing.
8. This guarantee shall be valid up to, unless extended on demand by TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within two months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for (indicated the name of Bank)

Annexure - 6

(to be printed on Supplier's letterhead)

INTEGRITY PACT

General

General This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on day of the month of, between, on one hand, Registrar, Tata Institute of Fundamental Research, Mumbai hereinafter called the “BUYER” of the First Part and M/s..... represented by Shri....., Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the Second Part.

WHEREAS the BUYER proposes to procure..... (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body under Department of the Atomic Energy, Government of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
 1. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary

disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS:

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

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Security Deposit /Performance Guarantee:

- 5.1 Performance Guarantee Bond is mandatory.
- 5.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to TIFR, Mumbai on or before 15 days from the due date of issue of order acknowledgement. The PBG to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 5 % of the purchase order value.
- 5.3 The Performance Guarantee should be established in favour of "Tata Institute of Fundamental Research, Mumbai".
- 5.4 PBG to be established through any of the National Banks (whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumbai or any scheduled bank (other than national bank) situated at Mumbai. Bonds issued by cooperative banks will not be accepted.

- 5.5 Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- 5.6 The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
- 5.7 The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of Two year or up to warranty period whichever is later from the date of order acknowledges. In case PBG needs extensions up to extension period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- 5.8 For successful suppliers, if PBG is not submitted within 15 days from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.
- 5.9 No interest shall be payable by the buyer to the Bidder on PBG.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.

- viii. To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Tata Institute of Fundamental Research).

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact.

BUYER

BIDDER

Registrar, TIFR, Mumbai

Signature with seal

Date & Place:

Witness

1. _____

(Indentor)

2. _____

1. _____

2. _____

PART – G GENERAL GUIDELINES TO BIDDERS ON CPPP E-PROCUREMENT MODULE

1. Procedure for Registration by the Bidder

- 1.1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal.
- 1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4. Upon enrollment, 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 etc.), with their profile.
- 1.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's 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 / e-Token.

2. Searching for Tender Documents

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.

3. Procedure for preparation and submission of bids

- 3.1. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.
- 3.2. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids.
- 3.3. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.

3.4. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids.

3.5. Bidders are advised to 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.

3.6. 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 formats. Bid documents may be scanned with 100dpi.

3.7. 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.

3.8. As part of the bid, bidder should provide all the documents as follows: -

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- The serve 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 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 bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

4. Assistance to Bidders:

Any queries relating to the NIT document and the terms and conditions contained therein should be addressed to the Purchase Officer, TIFR, Mumbai. For, 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 / 0120-4001005 / 0120-6277787