

**ENTREPRENEURSHIP DEVELOPMENT CENTER (EDC),**  
100, NCL Innovation Park, Dr. Homi Bhabha Road,  
Pashan, Pune – 411 008.  
Tel : +91-20-25865877/ +91 7410045651 | Fax: +91-20-2586-5879  
Email: [edna@venturecenter.co.in](mailto:edna@venturecenter.co.in) | Website: [www.venturecenter.co.in](http://www.venturecenter.co.in)

Date: 4<sup>th</sup> May 2020

Venture Center strives to nucleate and nurture technology and knowledge-based enterprises by leveraging the scientific and engineering competencies of the institutions in the "Pune region" in India. The Venture Center is a technology business incubator specializing in technology startups offering products and services exploiting scientific expertise in the areas of materials, chemicals and biological sciences & engineering. EDC would like to procure the following equipment for its BIRAC Center for Biopharma Analysis. The Technical Specifications are given in **Chapter 4: Schedule of Requirements / Specifications and Allied Technical details** are appended herewith.

- **Item** : **FT-IR Spectrometer**
- **Tender Reference No.** : **EDC/NIT/2020/002**
- **Pre-bid Conference Date & Time** : **13.05.2020 – 12.00 PM to 1.00 PM**  
(to be held via Video Conferencing)
- **Due Date & Time (For submission of Bids)** : **23.05.2020 up to 5.00 PM**
- **Opening of Technical Bids** : **25.05.2020 at 12.00 PM**
- **Tender Fee** : **Rs. 1,500/-**

Prospective BIDDERS may download the Tender Documents from EDC's website <http://www.venturecenter.co.in> or downloaded from the e-Tender portal of Government of India, <https://eprocure.gov.in/eprocure/app> and submit their offers to Entrepreneurship Development Center, 100, NCL Innovation Park, Dr. Homi Bhabha Road, Pashan, Pune – 411 008, India.

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## **CHAPTER-1. INVITATION FOR BIDS**

1. Entrepreneurship Development Center (EDC) invites sealed tenders for **FT-IR Spectrometer**. The Technical Specifications are given in **Chapter 4: Schedule of Requirements/Specifications and Allied Technical details** appended herewith.

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

**Part - I: Technical Bid.**

**Part - II: Commercial Bid.**

3. **Contact for information:**

Ms. Edna Joseph.  
Entrepreneurship Development Center  
100, NCL Innovation Park,  
Dr. Homi Bhabha Road, Pashan,  
Pune – 411 008, India  
Tel: +91-20-2586-5877, +91-7410045651  
Fax: +91-20-2586-5879  
Email: [edna@venturecenter.co.in](mailto:edna@venturecenter.co.in) | Website: [www.venturecenter.co.in](http://www.venturecenter.co.in)

4. **The tender document can be downloaded from the EDC website [www.venturecenter.co.in](http://www.venturecenter.co.in) or from the e-Tender portal of Government of India, <https://eprocure.gov.in/eprocure/app>**

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

6. **Submission of Bids:**

**(i) Place: Reception, Entrepreneurship Development Center, 100 NCL Innovation Park, Pune - 411 008, India.**

**(ii) Time and Date of Submission: 23.05.2020 up to 5.00 PM**

**(iii) Time and Date of opening Technical Bid: 25.05.2020 at 12.00 PM**

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

## 7. Two Bid System:

The two bid system should be followed for this tender. In this system the BIDDER must submit his offer in **two separate sealed envelopes**. Both the technical bid and commercial bid envelopes should be securely sealed and stamped separately and clearly marked as **“Envelope No.1 – Technical Bid”** and **“Envelope No.2 – Commercial Bid”** respectively. Both the sealed envelopes should be placed in a third larger envelope. The main envelope which will contain both the bids should be super scribed with our **tender enquiry EDC/NIT/2020/002 due on 23.05.2020** and to be submitted to the address given below so as to reach on or before 23.05.2020.

**The Director,  
Entrepreneurship Development Center (EDC)  
100, NCL Innovation Park,  
Dr. Homi Bhabha Road, Pashan,  
Pune – 411 008, India**

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

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

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

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

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

The Technical Offer should comprise of the following:

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

- (iv) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for EDC. The opinion of Technical Committee shall be the guiding factor for technical short listing.
- (v) **Demand Draft/ Bank Guarantee for Rs 1,25,000 (Rs. One Lakh Twenty Five Thousand only) / US \$ 1700 (US Dollars Seventeen Hundred Only) towards Earnest Money Deposit. Demand Draft/ Bank Guarantee shall be obtained from Nationalized/ Scheduled Bank only.**
- (vi) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 10% of the purchase order value by way of Bank Guarantee in favour of **Entrepreneurship Development Center**.
- (vii) Duly filled in technical bid with proper seal and signature of authorized person on each page of the bid should be submitted and the same should accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature / Brochures with warranty Terms and EMD.
- (viii) If the bid is for branded makes, authorization letter from principals clearly indicating that the vendor is the competent authority to sell and provide services towards the items mentioned in the scope of supply given in this tender document.
- (ix) Agreements / Purchase Orders / Completion certificates if any, for similar equipment to other R&D Institutes & Biopharma labs, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
- (x) Solvency certificates (not older than twelve months) issued by Scheduled/ Nationalized bank with which BIDDER holds the current account for **Rs. 50,00,000 (Rs. Fifty Lakhs only) / US \$ 65,500 (US dollar Sixty Five Lakhs Five Hundred only).**
- (xi) Copy of LST/CST/WCT No. PAN No. and TIN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of DGS&D registration wherever it is applicable should also be provided in Technical Bid.
- (xii) A copy of the Un-priced Commercial Bid. (Please see Chapter-5 – Price Schedule).
- (xiii) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.

- (xiv) List of deliverables / Bill of materials and services.
- (xv) Compliance sheet with any deviation with reference to the terms and specifications.
- (xvi) In case of foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.
- (xvii) Indicate the names of the Indian reputed Organizations where you have supplied similar equipment and may attach the satisfactory performance report of the equipment from user Organization.
- (xviii) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem.
- (xix) Duly filled in checklist as per Chapter 9 should be submitted along with the Technical Bid.

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

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

- (i) Price schedule complete in all respects with proper seal and signature of authorized person. It should also contain the AMC charges for post warranty period as per the terms of the tender. The optional and any other essential items / accessories required for the maintenance of the equipment for the next ten years should also be specified in the offer separately. Discount offered should be mentioned clearly in the commercial bid only.
- (ii) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.
- (iii) The BIDDERS are requested to quote for R&D institute, not for profit organization price for Equipment and software, since we are eligible for the same.

**8. Date of opening the Technical Bids.**

**Technical Bids will be opened on 25.05.2020 at 12.00 PM**

**Entrepreneurship Development Center (EDC),  
100, NCL Innovation Park, Dr. Homi Bhabha Road,  
Pashan, Pune – 411 008, India**

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

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

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

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

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

#### **9. Formation of Technical Evaluation Committee**

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

#### **10. Terms of the Technical Committee**

- (i) A committee duly constituted by the Director, EDC will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.
- (ii) The technical evaluation will be an assessment of the Technical Bid. EDC representatives will proceed through a detailed evaluation of the Technical Bids as defined in **Chapter 4 (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, EDC will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.
- (iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of EDC and this criteria/recommendation will also form as a part of short-listing of the firms.

- (iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at EDC or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.

## 11. Evaluation Criteria

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

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

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

## 12. Opening of Commercial Bids

- (i) EDC will open commercial bids of only the short listed BIDDERS, in the presence of the BIDDERS or their authorized representatives who choose to



attend the commercial bid opening. The Date and Time of opening the Commercial Bid will be intimated only to pre-qualified and technically acceptable BIDDERS for the item at a later date. The representatives of short listed firms only will be allowed for commercial bid opening.

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

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

- (i) After the opening the commercial bids, the offer of the BIDDERS will be tabulated with reference to the specifications and compared on CIF, Mumbai basis only.
- (ii) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.

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

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

### **BID REJECTION / BID EVALUATION CRITERIA**

The following clause will be applicable against this tender.

EDC shall be entering into an Integrity Pact with the BIDDERS as per format enclosed vide Chapter - 8 of the tender document. The proforma has to be returned by the BIDDER (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.

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

16. **The Director, EDC reserves the right to buy the entire system from a single bidder or in parts from multiple bidders.**
17. The Director, EDC reserves the right to accept the offer in full or in parts or reject summarily or partly.

## **CHAPTER-2: INSTRUCTIONS TO BIDDERS**

- **Background information and additional benefits accruing to vendor participating in this tender**

Venture Center proposes to develop a Center for Biopharma Analysis (CBA). The CBA is intended as a one stop destination for high quality in vitro characterization of biopharmaceuticals. This center will be a GLP compliant, open access facility. Commercial bid submitted should consider the fact that the successful bidder will get a chance to be part of this collaboration center.

### **Delivery Period / Timeliness**

The deliveries & installation must be completed **within 06 months** after placement of purchase order. The time is the essence of the contract. It is mandatory for the BIDDERS who respond to this bid to meet these expectations, as are tightly linked to EDC's plans of completing the project within the time frame.

### **Locations for the Supply / Services:**

The **FT-IR Spectrometer** covered by this document is required to be supplied and installed at EDC.

#### **1. Eligible BIDDERS**

- 1.1 This invitation for bids is open to all BIDDERS who are in the business of supply & maintenance services or BIDDERS who are in business of similar nature for at least three years.
- 1.2 For Branded items, only the authorized distributors / dealers / resellers are eligible to bid. In this case, the authorization certificate to this effect, issued by principals should be submitted along with the Technical Bids.
- 1.3 EDC reserves the right to award / reject the order to any particular BIDDER without assigning any reason thereof.
- 1.4 BIDDERS should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.5 BIDDERS should QUOTE strictly in accordance with the requirements. The BIDDERS conditions printed on the reverse of the tender/quote or otherwise sent along with the tender shall not be binding on EDC.

- 1.6 BIDDERS shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.7 Based on the list of installations provided by the BIDDER, EDC will have its option to obtain details of the equipment, their performance, after sales services etc. for evaluation of the tender, directly from the concerned Labs/Scientists etc
- 1.8 The tenders must be clearly written or typed without any cancellations/ corrections or overwriting.
- 1.9 The makes/ brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
- 1.10 Firms which have already supplied similar equipment to R& D institutes & Biopharma labs and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 1.11 Conditional Offers will not be considered.
- 1.12 EDC will not provide any accommodation/transportation for the engineers/ representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
- 1.13 The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.

## **2. Amendment of Bidding Documents**

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

## PREPARATION OF BIDS

### 3. Earnest Money Deposit (EMD)

- 3.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs 1,25,000/- (Rs. One Lakh Twenty Five Thousand only)/ \$1700 (US Dollar Seventeen Hundred only)** in the form of a Demand Draft/ Bank Guarantee drawn on any Scheduled/Nationalized Bank in favour of Entrepreneurship Development Center. The EMD can be submitted by the BIDDER himself or by his Indian Agent
- 3.2 The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals. In case the BIDDER is not represented by any Indian Agent the Bank Guarantee valuing **US \$1700 (US Dollar Seventeen Hundred only)** should accompany the Technical Bid towards EMD.
- 3.3 The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DD's are not accepted towards EMD.
- 3.4 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee. No interest is payable on EMD.
- 3.5 The EMD/ Bank guarantee will be returned to the BIDDERS(s)/Agents whose offer is not accepted by EDC within one month from the date of the placing of the final order(s) on the selected BIDDER(s). In case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the BIDDERS.
- 3.6 **The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract / order failing which the EMD will be forfeited.**
- 3.7 **Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee (from a Nationalised/ Scheduled Bank only), we prefer to have Bank Guarantee for easy return to the BIDDERS once a decision is taken by EDC. (Specimen of Bank Guarantee is enclosed at Chapter - 7)**
- 3.8 The EMD shall be forfeited:
  - 3.8.1 If the BIDDER withdraws the bid during the period of bid validity specified in the tender.

3.8.2 In case a successful BIDDER fails to furnish the Security Deposit.

#### 4. **Security Deposit**

- 4.1 Within ten (10) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the purchase order value in the form of Bank Guarantee **(from scheduled Bank only)** favoring **Entrepreneurship Development Center**.
- 4.2 In case of bids in Foreign Currency, the Indian Representative / dealers can submit the EMD / Sight Draft in INR to EDC without any relaxation.
- 4.3 The Security Deposit should be valid for a period of one year as we plan to extend the same as Performance Bank Guarantee.
- 4.4 **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Nationalised/ Scheduled Bank” only.**

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

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

#### 6. **Period of validity of bids**

- 6.1. Bids shall be valid for a period of **90 days** from the date of opening the Technical bid.
- 6.2. EDC may ask for the BIDDER's consent to extend the period of validity. Such request and the response shall be made in writing only. The BIDDER is free not to accept such request without forfeiting the EMD. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.
- 6.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

### **SUBMISSION OF BIDS**

#### 7. **Deadline for submission of Bids**

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

## 8. **Late Bids**

EDC will not be responsible:

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

## **AWARD OF CONTRACT**

### 9. **Award Criteria**

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

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

- 10.1. EDC reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.
- 10.2. Firms which have already supplied similar equipment to EDC and have not completed required installation/commissioning/after sales service/ warranty

replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.

11. **Cargo Consolidation and Customs Clearance:**

Order will be placed on CIF, Mumbai basis. So, the freight and insurance charges for the consignment will be part of the order. EDC has appointed its own Custom clearing Agent for all EDC imports, who will take care of customs clearance at Mumbai port. The address and contact details will be provided at the time of placing the Purchase Order.

12. **Corrupt or Fraudulent Practices**

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

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

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

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

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



### **CHAPTER - 3 : CONDITIONS OF CONTRACT**

#### **1. Price**

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. BIDDER may bid in Foreign Currencies on behalf of their Principals or in INR.
- 1.3. The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in Indian Rupees as well as in Foreign Currency.
- 1.4. In case of foreign currency bids, the price criteria should be on CIF, Mumbai basis.
- 1.5. Packing, forwarding, freight, insurance and commissioning charges, if any extra may be quoted separately in Commercial Bid.
- 1.6. In case your quote is Ex-works/FOB/FCA basis estimated insurance coverage charges may please be indicated.
- 1.7. CIF, Mumbai value both by Airfreight and Ocean freight.
- 1.8. In case of Foreign Quote, the mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
- 1.9. In case of INR bids the price criteria should be on F.O.R., EDC. Govt. Levies like central excise duty, sales tax, octroi, WCT etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any.
- 1.10. EDC is registered with the Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs duty exemption in terms of Govt. Notification No.51/96-Customs dated 23<sup>rd</sup> July, 1996 and No.24/2007-Customs dated 1<sup>st</sup> March, 2007 and Central Excise duty exemption in terms of Government notification No.10/97-Central Excise dated 1<sup>st</sup> March 1997 &No. 16/2007-Central Excise dated 1<sup>st</sup> March 2007 as amended from time to time.
- 1.11. BIDDERS may also bid for High Sea sales.
- 1.12. The actual Sales Tax Percentage (without Form "C") if any, should be specified.

1.13. Please provide TIN no. of the firm along with the CST/WCT No. allotted by the concerned authorities in your quotation.

## 2. **Bank Charges**

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

## 3. **Agency Commission & Services**

3.1. The Indian Agency commission payable in Indian currency only after the receipt of consignment in good condition at our Stores and satisfactory installation and commissioning of the ordered equipment.

3.2. In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission and taxes if any payable to him. Such amounts will be paid in Indian Currency to the Indian Agent.

3.3. Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.

## 4. **Delivery Schedule**

4.1. The BIDDERS may please note that the delivery of the system should be strictly within 6 months from the date of placement of firm order.

4.2. Goods should not be dispatched until the Vendor receives a firm order.

## 5. **Security Deposit**

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

## 6. **Performance Bank Guarantee**

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

7. **Performance Benchmarks**

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

8. **Pre-installation:**

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

9. **Installation**

- 9.1. BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 9.2. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.
- 9.3. After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested by you to adhere to minimum down time.

10. **Warranty / Support**

- 10.1. The items covered by the schedule of requirement shall carry minimum **one year of comprehensive warranty and four years of AMC** from the date of acceptance of the equipment by EDC. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.
- 10.2. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.

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

## 11 **Training**

- 11.1 Onsite installation and training; Provision of training at an offsite facility for specific applications.

## 12. **Annual Maintenance Contract**

- 12.1. The BIDDERS should also quote for Annual Maintenance Contract after warranty for subsequent years.

- 12.2. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.
- 12.3. Mention the charges for comprehensive maintenance contract separately in **Commercial bid** (for post warranty period).

### 13. **Indemnity**

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

### 14. **Freight & Insurance**

- 14.1. Imports : In case of imports, the freight & insurance charges will be part of the commercial bid.
- 14.2. Indigenous : The equipments to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at EDC site in case of Rupee transaction.

### 15. **Payment**

- 15.1. For Indigenous items, 90% payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank Guarantee for 10% of the total order value to be valid till warranty period Year from date of installation and acceptance. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period.
- 15.2. For imported items, 90% payment shall be made by Sight Draft / an Irrevocable Letter of Credit established in favour of the supplier through the ICICI Bank, Aundh Branch, Pune-411007 (India) for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents. Balance 10% will be released after completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training and upon receipt of Bank Guarantee for 10% of total Order value towards performance security to be valid till warranty period from the date of installation. However Letter of Credit/Sight Draft arrangement will be made for 100% order value.

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

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

**16. Penalty for delayed Services / LD**

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

**17. Jurisdiction**

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

**18. Force Majeure**

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

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

**19. Arbitration**



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

General Manager  
EDC, PUNE

## CHAPTER 4

### SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

#### **Specifications for FT-IR Spectrometer in Venture Center Essential Capabilities and Performance characteristics**

Aim: A FT-IR Spectrometer for biopharma characterization is required.	
Applications: A FT-IR Spectrometer & software should be capable of;	
<ul style="list-style-type: none"> <li>• Protein Determination and Structure Analysis</li> <li>• Detection of conformational changes in proteins</li> <li>• Protein dynamics: Unfolding, aggregation. (Temperature induced conformational changes)</li> <li>• Determination of secondary structure of proteins</li> <li>• Quantification of any molecular analyte in aqueous samples</li> </ul>	
<b>Sr. No.</b>	<b>Essential Parameters</b>
<b>FT-IR Spectrometer</b>	
1	The spectrometer should be able to record the spectrum of a sample in the wave number region of 7500 - 350 $\text{cm}^{-1}$ .
2	The spectral resolution should be better than 0.10 $\text{cm}^{-1}$ .
3	The spectrometer must have a motorized, continuously variable aperture, for optimal peak shape collection of data.
4	The Interferometer must be a dynamically aligned, non-air bearing/air bearing/any other advanced type Michelson design. Non-air bearing one will be given priority.
5	Instrument should have the optional rapid scan facility and it should be able to collect 95 spectra per sec.
6	The interferometer must be capable of supporting an Automatic Beamsplitter Exchanger accessory without modification and it should



	cover Vis, Near, Mid and Far IR.
7	The instrument must be capable of at 55,000:1 peak to peak signal to noise, measured at 4 cm <sup>-1</sup> resolution in the well proved standard region of 2200-2100 cm <sup>-1</sup> .
8	Wavenumber precision should be better than 0.01 cm <sup>-1</sup> .
9	The spectrometer cover shall be sealed and desiccated and must be equipped with coated KBr sample compartment windows. The instrument must be equipped with the necessary internal plumbing and external connector for optional purge operation
10	Optics: Gold Coated.
11	The system should have one DLaTGS detector to function at room temperature and high sensitivity MCT detector (with liquid N2 hold time of more than 12 hrs)
12	The Automated Beamsplitter Exchanger shall provide in future up to 3 beamsplitters supported by the interferometer. This device shall allow full spectral range for available beamsplitters to be realized without manual handling of the fragile optical components and without interruption of the purge or sealed and desiccated condition of the spectrometer.
13	The instrument must support up to three detectors and it should have the facility to place it permanently in the detector compartment and should be software selectable.
14	FTIR Software with Protein Analysis: Software must able to support data collection, automated atmospheric CO <sub>2</sub> /H <sub>2</sub> O suppression, and spectral processing. Data files must be able to convert into other formats like spc or csv or any other suitable format compatible for other softwares. Software should have provision to collect reference spectra for water and CO <sub>2</sub> as and when required and store in the software for spectral corrections. Additional software or spectral features are required for Protein Analysis. it must include automated spectral subtractions for water, buffer, baseline correction, smoothing, derivatization, protein library search for secondary structure.
15	Accessories: 1) CaF <sub>2</sub> cell 6 – 8 micron – 2 nos., temperature controller (5 to 95 deg C) suitable for CaF <sub>2</sub> 2) All other accessories essential to carry out the applications stated

	above.
16	Additional Capabilities: Instrument should be upgradeable to Vis, Near IR and Far IR range.
17	Vendors should demonstrate the capability of the system to perform all the applications mentioned above, with all the required essential accessories. The technical committee of the tender may request a visit to the vendors application lab to verify these capabilities.
18	Hardware & software should be 21 CFR compliant
19	IQ should be carried out by the vendors as per the manufacturer's protocol at the manufacturer's site; support for OQ & PQ should be provided at the installation site.
<p><b>Software and database</b>          Latest compatible software (not from open access) are required with future upgradation to support mentioned applications, operation, calibration and maintenance of equipment.</p>	
<p><b>Computers and accessories</b>          Latest compatible Microsoft Windows Operating System 10 and Microsoft Office 2020 software Good quality laser printer External hard disk for data backup</p>	
<p><b>Others</b>          Spare kit at no additional cost All other accessories required for the efficient functioning of the system should be provided by the vendor.</p> <p><b>Reference base</b></p> <ul style="list-style-type: none"> <li>At least 3 biopharma reference base of the quoted model should be mentioned with contact details.</li> </ul> <p><b>Additional items</b></p> <ul style="list-style-type: none"> <li>All the relevant libraries and software for statistical analysis, identification and analysis should be provided.</li> </ul> <p><b>Warranty</b></p> <ul style="list-style-type: none"> <li>1-year comprehensive 'spares-included' warranty. Vendors must mention exhaustively all the parts that are covered under Warranty.</li> </ul> <p><b>Training specifications</b></p> <ul style="list-style-type: none"> <li>Onsite installation and training; Provision of training at an offsite facility for specific applications.</li> </ul>	

**CHAPTER-5: PRICE SCHEDULE**

**Bill of Material and Price Schedule**

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

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

Sr. No.	Item Description	Quantity	Rate	Total Amount. Currency.
	CIF/CIP Charges			
	Total CIF Price, <b>Mumbai</b>			
Amount in Words:				

***Discount if any, should be shown accordingly***

**Optional items**

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

**Indigenous Supply (Local Supply)**

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

**CHAPTER – 6 : BID SECURITY FORM**

Whereas \_\_\_\_\_<sup>1</sup>(hereinafter called “ the BIDDER”) has submitted its bid dated \_\_\_\_\_(date of submission of bid) for the supply of \_\_\_\_\_(name and/or description of the goods)(hereinafter called “the Bid”).  
 KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_(name of bank) of \_\_\_\_\_(name of the country), having our registered office at \_\_\_\_\_(address of bank)(hereinafter called “the Bank”), are bound unto \_\_\_\_\_(name of Purchaser) (hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_. THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
 (Signature of the Bank)

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<sup>1</sup> Name of BIDDER

## **CHAPTER – 7 : PRE CONTRACT INTEGRITY PACT**

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

### **INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month \_\_\_\_\_ 2020 between the Entrepreneurship Development Center, 100, Innovation Park, Dr. Homi Bhabha Road, Pune-411008 (herein after referred to as 'BUYER'), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (hereinafter called the " BIDDER / Seller" , which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes to procure FT-IR Spectrometer and the BIDDER / Seller is willing to offer / has offered the stores and

Whereas the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Technology Business Incubator (TBI) at NCL Innovation Park (part of NCL, a CSIR Lab).

Now, therefore,

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

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

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

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

### **Commitments of the BUYER**

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

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

## **Commitments of BIDDER**

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

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, Consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

2.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the BUYER's Organisation.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.

2.5 The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized Govt. sponsored Export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

2.6 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.

2.7 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.



2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 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.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of BIDDER or any person acting on behalf of BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERs firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

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

### **3. Previous Transgression**

3.1 The BIDDER declares that no previous transgression occurred in the last three years - immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS' exclusion from the tender process.

3.2 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.

### **4. Earnest Money/Security Deposit**

4.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. One Lakh Twenty Five Thousand as Earnest Money/ Security Deposit with the BUYER through any of the following instruments:

- i. Bank Draft or a Pay Order in favour of the BUYER payable at location of/specified by the BUYER.
- ii. A confirmed guarantee by an Indian Nationalized Bank/ Scheduled bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

4.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

4.4 No interest shall be payable by the BUYER to the BIDDER(s) on Earnest Money/ Security Deposit for the period of its currency.

## **5. Sanctions for Violation**

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

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

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

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

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

BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest,

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

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

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

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

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

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

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

## **6. Fall Clause**

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

to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Facilitation of Investigation**

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

## **8. Law and Place of Jurisdiction**

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

## **9. 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

## **10. Validity**

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or till the complete execution of the contract to the satisfaction of both the BIDDER and the BUYER, whichever is later.
- 10.2 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

11 The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_



BUYER

Name of the Officer

Designation

EDC Pune

BIDDER

Witness

1. \_\_\_\_\_

2 \_\_\_\_\_

Witness

1. \_\_\_\_\_

2 \_\_\_\_\_

**IMPORTANT NOTICE**

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

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

Signature of the Tenderer



## Annexure-A

### FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: \_\_\_\_\_

Due Date \_\_\_\_\_

**NOTE:**

1. Quotation will not be considered without submission of this format.
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
3. Kindly see the relevant terms & conditions of the tender document in each question before replying to the questions mentioned in Col.2 below).

1	2	3	4
<b>S. No</b>	<b>Terms &amp; condition of Tender document</b>	<b>Whether acceptable (say 'Yes' or 'No' (preferably use different color ink for 'No')</b>	<b>Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for</b>
<b>1</b>	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify)		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer		

	c) Whether the agent is registered with NSIC/MSME		
2	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable/		
3	a) Whether the required Scanned copy of Tender Fee & EMD is being submitted with the quotation		
	b) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure –‘C’		
	c) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)		
4	a. If the prices are on Ex-Works basis or FOB (names port of shipment ) or FCA (named place of delivery abroad)		
	b. Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms.		
5	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation		



6	Have you mentioned the validity period of the quotation as per our requirements		
7	a) Whether the Price reasonability Certificate is submitted with quotation		
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation		
8	Whether rates/amount of AMC after the warranty period is over has been mentioned		
9	Have you gone through the specification Clause & complied with the same		
10	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted		
11	Whether compliance statement of specifications has been attached with the quotation.		
12	a) Whether the delivery period for supply of the items has been mentioned		

	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated		
13	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this.		
14	a) Do you agree with the payment terms for indigenous supplies?		No deviation permitted
	b) Do you agree with the payment terms for imports supplies?		
15	Do you agree about the date of commencement of warranty period & its extension is necessary.		
16	a) Who will install/commission and demonstrate the equipment <b>at Entrepreneurship Development Center, Pune, FREE OF COST.</b>		
	b) Will you be able to do it within a month		
17	Have you mentioned the guarantee/warranty period in your quotation and do you agree with guarantee clause?		
18	Spare parts		
19	After Sales service		

20	a) Do you agree that on receipt of material in damaged condition or short supply you will replace the same on CIF basis, free of cost pending the settlement of the insurance claim?		
	b) Do you agree with the clause of physical inspection?		
21	Whether list of specific user's for the same item & model as quoted along-with performance certificates from the users is submitted with offer		
22	Whether you agree to the penalty clause for late delivery & installation?		
23	Whether training to our scientist/technical person <b>will be given free of cost</b> at supplier's site in India and abroad.		
24	a) Whether all the pages have been page numbered?		
	b) Whether quotation has been signed and designation & name of signatory mentioned.		

**Annexure-B**

**FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS**

S.No.	Name of specifications/ part / Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature

## Annexure-C

### MANUFACTURER'S AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that re binding on the Manufacturer]

Date: [Insert date (as Day, month and year) of Bid submission]

Tender No.: [Insert number from Invitation for Bids]

To: [Insert complete name and address of Purchaser] .

#### WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

**Annexure-D**

**BIDDER INFORMATION FORM**

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

Registration Number: \_\_\_\_\_

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

\_\_\_\_\_

Name of Partners /Director: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

DIN number of Director: -----

Company's Establishment Year: \_\_\_\_\_

Company's Nature of Business: \_\_\_\_\_

Company's Legal Status      1) Limited Company

(tick on appropriate option ) 2) Undertaking

3) Joint Venture

4) Partnership

5) Others

Company Category              1) Micro Unit as per MSME

2) Small Unit as per MSME

3) Medium Unit as per MSME

4) Ancillary Unit

5) SSI

6) Others

**CONTACT DETAILS**

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

Email Id: \_\_\_\_\_

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

Phone No: (\_\_\_\_) \_\_\_\_\_

Mobile No: \_\_\_\_\_

PAN no/ Aadhar no/ Passport No \_\_\_\_\_

**BANK DETAILS**

Name of Beneficiary: \_\_\_\_\_

A/c. No.CC/CD/SB/OD: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

IFSC No. (Bank) : \_\_\_\_\_

Branch Address and Branch Code: \_\_\_\_\_

\_\_\_\_\_

**Other Details**

Vendor's PAN No. \_\_\_\_\_

Vendor's GST No/LST No/WCT No/TIN No: \_\_\_\_\_

## Annexure-E

### **CERTIFICATE**

(to be provided on letter head of the firm)

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I 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.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

### CHAPTER – 8 : Checklist: Eligibility Criteria for BIDDERS

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

S.No	Particulars	Documents Attached	Page No
1	Two separate bids duly filled in and signed in sealed envelopes (i) Technical (ii) Commercial	( Yes / No )	
2	The Demand Draft/BG for Rs. 1,25,000/- / 1,700 USD towards Earnest Money Deposit	( Yes / No )	
3	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee.	( Yes / No )	
4	Whether Pre-Contract Integrity Pact enclosed	( Yes / No )	
5	Authorization letter from Principals enclosed	( Yes / No )	
6	Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) as applicable	( Yes / No )	
7	Agreements / Purchase orders / Completion certificates, if any, from the clients for whom similar supply has been made by the BIDDER in last three years	( Yes / No )	
8	Solvency certificate (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account for Rs 50,00,000/- / 65,500 USD.	( Yes / No )	
9	Copy of PAN No. allotted by the concerned authorities	( Yes / No )	
10	A copy of the Un-priced Commercial bid	( Yes / No )	
11	List of deliverables as per Chapter- 4	( Yes / No )	
12	Copy of ISO 9002 or equivalent Certificate	( Yes / No )	
13	Copy of DGS&D Registration if any.	( Yes / No )	
14	Compliance sheet with any deviation w.r.t. the terms	( Yes / No )	
15	Bank charges agreed for outside India (Chapter-3, S.No.2)	( Yes / No )	
16	LD clause agreeable.	( Yes / No )	
17	Supply of spares for 10 years	( Yes / No )	
18	Amalgamation/Acquisition: Successor agreeable to fulfill the contractual obligations.	( Yes / No )	



19	Acceptance of warranty period and Free replacements during warranty period	( Yes / No )	
20	Annexure A	( Yes / No )	
21	Annexure B	( Yes / No )	
21	Annexure C	( Yes / No )	
23	Annexure D	( Yes / No )	
24	Annexure E	( Yes / No )	