



TENDER

(TWO PART TENDER FOR ULTRASOUND DATA ACQUISITION SYSTEM)

Tender Fee: Rs. 0/-, EMD – Rs.2,70,000/- /USD 3250
Cost of Tender: Approx. Rs. 135 Lakhs
Last date for tender submission: 09/08/2024 till 14.00hrs
Tender opening on: 09/08/2024 at 14.30hrs

Ref: NCB/F-240542/2024-2025 (J)

GENERAL CONDITIONS

IMPORTANT INSTRUCTIONS FOR TO THE BIDDERS

- All tenders shall be made in **ENGLISH** only.
 - The details in regards to technical specification and other terms and conditions should be cogent and clear to the extent possible.
 - The Technical and Financial / Price Bids shall be submitted simultaneously in two (2) cover (sealed) system duly superscribed with the tender enquiry number, and the due date in bold letters, addressed to the Head-Purchase, National Centre for Biological Sciences, TIFR, GKVK campus, Bellary Road, Bangalore - 560065. The envelopes should be clearly marked on top as the Tender Enquiry No., Due Date in bold letters. The sealed envelope has to be delivered by hand/courier at the Security Gate Officer of NCBS on or before on the due date specified. Tenders submitted after last date will not be considered.
 - The technical evaluation will be carried out at the initial stage. Upon qualifying the technical evaluation, the price bid will be opened, and subsequently, the award of the contract will be issued.
1. Quotation must be submitted along with the following annexures in Technical Bid. Annexures should be duly signed and filled with date wherever necessary and attach additional sheet(s), wherever necessary.
- a) Complete technical details of the Instrument offered (Specifications, Technical Parameters, Advantages, etc.,) alongwith the Compliance statement – **Annexure-A**.
 - b) Supplier profile & Schedule of Experience – **Annexure –B** (along with purchase order copies).
 - c) Schedule of deviation from specifications / conditions – **Annexure C**.
 - d) All bidders have to sign the integrity pact with the procuring entity as per **Annexure – D**. Bids without a signed integrity pact shall be rejected. Any violation of the integrity pact will result into action against the defaulting party as provided under the pact.
 - e) Certificate of Declaration on local content as per **Annexure – E**.
 - f) Declaration of compliance of order on restrictions under Rule 144 (xi) of GFR 2017 as per **Annexure – F**.
 - g) Declaration on debarment of supplier as per **Annexure – G**.
 - h) Suppliers must provide complete list of publications arising from use of their machines, in which the machines have been used for the applications listed. Enclose Data Sheet and Sample Analysis (if any).
 - i) Details of Warranty Services.
 - j) Details of “After Sales Service” and “Factory Trained Engineers” available in Bangalore.
 - k) Xerox copies of the Purchase Orders for having supplied similar Instruments in India.
 - l) Any other information the bidder like to provide with Date, Signature and Seal.



2. **The rates quoted should remain valid for a period of 180 days from the date of Bid opening. Bids with shorter validity period are liable for rejection.**
3. Bids containing erasures or alterations are liable to be rejected unless countersigned by the Authorised signatory.
4. We reserve the right to place order for part/reduced quantity than what is specified in the tender and also reserve the right to split the order to more than one supplier.
5. Any deviation/substitution in regard to the technical specification must be indicated in Annexure D of this tender document. Otherwise it shall be binding on the bidder to supply the items as specified in this tender specifications.
6. All bids in response to this invitation of tender should be submitted in a manner and method specified above. Tender, which do not comply with the above conditions, are liable to be rejected.
7. Tenders received late or after the due date will not be considered. Ncbs reserves the right to accept, reject any or all tenders without assigning any reasons there of.
8. Individuals signing the bid form and other supporting documents must specify the capacity in which they sign, like
 - a. Whether signing as a Sole Proprietor of the firm or his attorney.
 - b. Whether signing as a partner of the firm or his attorney
 - c. Whether signing as Director of a Limited Company.
9. Catalogue/technical literature: All necessary catalogue/drawing literature/data and details of item/s as are considered to be essential for full and correct evaluation of the bid shall invariably accompany the bid.
10. Bid guarantee / earnest money deposit:- Bid Guarantee amount details are as below:-

Sl. No.	Item Description	BG/EMD Amount
1.	ULTRASOUND DATA ACQUISITION SYSTEM	Rs. 2,70,000/- / USD 3250

11. The EMD/BG shall be submitted by a DD (for outstation firms) or Banker's cheque (in case of local firm) from a Commercial Bank along with the bid, drawn in favour of "National Centre for Biological Sciences, Bangalore". Alternatively, the EMD amount may be submitted by way of Bank Guarantee from a Commercial Bank valid for 6 months (no other mode of payment will be accepted). The BG amount will be forfeited if the successful bidder fails to accept the Letter of Intent/ Purchase order or withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. The offers are liable to be rejected, at the discretion of the NCBS, if they are not accompanied with BG. No interest shall be payable by NCBS for BG amount. The BG shall be refunded to the unsuccessful bidders once the order is released on the successful bidder.
12. **Micro and Small Enterprises (MSEs):**
 - a. 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,



- b. with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).
- c. MSME or Central Purchase Organization or startups as recognized by DIPP as per revised rule 170 of GFR-2017 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.
- d. 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.

13. PRICE

The Tenders to be quoted in INR. For imported goods, to be quoted in currency of the approved currency from RBI. The price/s quoted shall be firm till the complete execution of the order. All details relating to price, price breakup, inland transportation, documentation, taxes and duties, levies, Road/AIR/Marine freight charges, delivery terms (ex-works/F.O.R/F.O.B/C.I.F.) mode of payment, mode of Despatch, Insurance, Agency Commission, if any, shall be paid after satisfactory installation & Commissioning of the goods. The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.

- a. For indicating the price, the tenderers may choose any/all of the following:
 - i. Ex-works (all other charges to be indicated separately).
 - ii. F.O.R. site (i.e. Freight, Packing & Forwarding, loading on to the transport, documentation etc. included.) Internal transportation, Freight, Insurance, etc. to be shown separately.
 - iii. F.O.B (cost of goods, Packing & Forwarding, Inland Transportation, Documentation, etc. till the item is loaded on to the cargo carrier). Freight & Insurance charges to be separately indicated.
 - iv. C.I.P (cost of goods, packing & forwarding, documentation, freight, insurance, etc. all included). However, freight & insurance charges to be indicated separately.
- INSURANCE TO BE COVERED TILL NCBS STORES.**

- b. The taxes (State, Central, Turnover tax, Works Contract Tax, etc.). Please specify which are applicable. The duties and other levies, freight, insurance shall be stated clearly and separately. Also please mention whether the same is included in the price/s quoted.

14. ELIGIBILITY FOR PARTICIPATION:

Eligibility Criteria: 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



This invitation is for “Class - I” and “Class - II” Suppliers as prescribed in “Public Procurement (Preference to Make in India) order 2017 of GOI. Dept of DIPP” (OM No. P-4502/2/2017-PP(BE-II) dated 16th September, 2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per Annexure – E attached with the tender document.

For indicating the price, the tenderers may choose any/all of the following: The ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’ as the case may be.

This invitation is for NON-LOCAL Supplier also as per relaxation on Global Tender Enquiry (GTE) on 354 Medical Devices Equipment as per OM. No.F.4/1/2023-PPD dt.28/06/2024 which will be exempted from the Instructions issued vide OMs No.F/12/17/2019-PPD dt.15.05.2020 & 28.05.2020 regarding GTEs.

This tender is part of 354 Medical Devices under Sl.No.190 as per OM. No.F.4/1/2023-PPD dt.28/06/2024 and hence relaxation for procurement through Global Tender Enquiry (GTE).

In pursuant of the clarification vide GOI Notification vide OM bearing No.P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI that bidders offering imported products will fall under the category of Non-Local Suppliers and they can’t claim themselves as Class – I Local Supplier / Class – II Local Supplier by claiming profit, warehousing, marketing, logistic, freight etc., as Local Value addition.

15. Spare Parts

- a) 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.
- b) 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 - H provided in bid document.
- c) Furnishing of one set of detailed operations & maintenance manual.

16. Delivery: The tenderer should clearly mention the time required for supplying the item. The period of delivery will be counted from the date of receipt of the order. The delivery date is the date at which the equipment should be delivered at NCBS.

17. Packing: The item should be packed appropriately so that it can sustain transit hazards, multiple landing, warehousing, etc. during transit.

18. Performance B/G: The successful bidder shall have to execute a performance B/G in accordance with the guarantee/warranty for 5% value of the order. This B/G has to be executed on an appropriate value of stamp paper in terms of a bank guarantee drawn on any Nationalised Bank and shall remain valid till the completion of the Defect Liability period/warranty period, with 6 months claim period.



- 19. Payment Terms:** 90% of the payment shall be made through Sight Draft (Documents through Bank)/generation of CRAC(Consignee Receipt and Acceptance Certificate) and balance 10% payable after installation, trial run and subject to acceptance by the group head through SAI and all other relevant documents with Performance Bank Guarantee. All claims shall cease as per the Limitation Act.
- 20. Guarantee/Warranty:** The item(s) covered under this tender shall be subject to a guarantee/warranty for trouble free performance, workmanship, material etc., fulfilling the specifications mentioned in this tender for warranty period from the date of commissioning. If any defect is found in the material, workmanship or performance during the guarantee period the same may either be repaired/replaced by the supplier as the case may be free of charge. The guarantee period for replacement of parts or repair
- 21.** work shall be same as above. A guarantee certificate to this effect should be forwarded to us with your invoice. For order placed the supplier shall specifically confirm that they will provide with after sales service and will attend to any repairs or technical problems that may arise.
- 22. Taxes and Duties:** NCBS shall deduct all taxes and duties, as applicable, from time to time from the bills payable.
- 23. Clarifications:** After opening the bids, if it becomes necessary for the purchaser to seek clarifications from the bidders, the same will be sought from the bidders. In such an event, the bidders will furnish all technical information / clarifications to the purchaser to reach on or before the due date fixed for that purpose indicating the Purchaser's tender reference. If the technical clarifications sought do not reach on or before the date fixed, the bids shall be summarily rejected without any further notice.
- 24. Risk Clause:** Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere; at the risk and cost of contractor; either the whole of the contract or any part which the contractor has failed to perform within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.
- 25. Requirement of Registration of Bidders:** As per O.M No. F.No.6/18/2019-PPD, dt.23/07/2020, the following condition to be fulfilled and the bidder shall submit the Necessary certificate/Undertaking as per the Annexure - G attached.
- a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is Registered with the Competent Authority.
 - b. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) 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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.
 - c. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A Subsidiary of an entity incorporated, established or registered in such a country; or



- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

26. Other Terms

- a. If electrical/ AC/ technical works contract, appropriate license defining the required expertise from the approved Licensing authority.
- b. NCBS will at its discretion ask for a solvency certificate from your bankers.

27. Dispute and resolution: Any dispute or differences between the parties that cannot be settled by mutual discussion at appropriate levels shall be referred to the sole arbitration of the Director, NCBS or his nominee and his decision in the matter shall be final and binding upon the parties to the dispute. The venue of arbitration proceedings shall be Bangalore. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction.

28. Definition and meanings: In constructing these conditions, specifications, etc. in the tender document or the Annexures/Appendices the following words shall mean herein assigned definitions except where the subject context is otherwise stated.

Purchaser: Shall mean the National Centre for Biological Sciences.

Bid/Tender: Shall mean the proposal/document that the BIDDER submits in the requested and specified form or otherwise along with Annexures, Appendices, etc.

Bidder/Tenderer: Shall mean the firm/party who quotes against an enquiry.

Contractor/Supplier: Shall mean the party to whom a Work Order/Purchase Order is awarded to undertake all or a part of the work covered by this tender document as well as amendment orders relating to this tender issued by the Purchaser and shall include his/their legal representative, assignee/s or successor/s.

Contract: Shall mean and include the articles of agreement, Declaration form, the general and special conditions, the Annexures, the Schedule of Quantities & rates and the specifications attached hereto and the drawings, if any.

Order Value: Shall mean total value of the Purchase Order/Work order issued against this tender item including taxes, levies, etc.

29. Technical Specifications:

See Annexure –1

30. The price shall be up to CIP Bangalore.

31. NCBS reserves the right to split the quantities or reject one or more offers in full or part without any reasons. Therefore NCBS decision is final and binding.

32. The quantity mentioned in the tender may be decreased/increased while ordering. However, the price quoted should be firm irrespective of change in the quantity.

33. NCBS does not pledge itself to accept the lowest/ any tenders and reserves to itself the right to accept the whole or part of the tenders or a part of the quantity offered.



34. Your Service Engineer should be fully trained to install the equipment and capable of maintaining the equipment during / after the warranty period.
35. **Liquidated damages:** The successful bidder will have to agree that in case the item is not supplied within the agreed delivery schedule and after a grace period of seven days, then Liquidated Damages (not in terms of penalty) will be imposed automatically and be deducted from their bill at the rate of 0.5% per week subject to a maximum of 10% of the order value.
36. Since NCBS is a Public funded Research Organisation, registered under Government of India Notification No.51/96 – Customs and 10/97 – for Central Excise is applicable for the items listed in the notification.
37. In case the bidders require any clarification regarding the tender document they are requested to contact purchase@ncbs.res.in on or before due date.

ANNEXURE-1**TECHNICAL SPECIFICATIONS**

1. Part No: K00004

Data Acquisition System - 128 TX channels / 64 Rx channels

Optical PCI Express Cable

Standard Host Controller - includes installation of PCI express adapter K00004 card. Installation of firmware and drivers; custom configuration of BIOS; loading of VERASONICS software including HAL, VSX, example scripts and licenses; thorough testing of the entire configuration

Image Reconstruction

One-year hardware manufacturing defect warranty starting from the delivery date– As set forth in the Master Agreement

2. Part No: K00010

Vantage NXT Arbitrary Waveform Package Includes Extended Transmit & Arbwave Capabilities

3. Part No: P01370

260 Pin Backshell Kit - 0 Ohm Tuning

4. Part No: P01533

Break-Out Board Assembly Left

ANNEXURE-2

PRICE BID FOR GOODS TO BE QUOTED IN FOREIGN CURRENCY

The '**Price Bid**' should contain only rates (**please attach additional sheet(s), wherever necessary**)
(should be duly signed with seal and filled with date wherever necessary)

Sl.No.	Brief description of goods (with make and model)	Qty. (Nos.)	Rate	Amount
To be filled in Foreign Currency only (Column A to D)				
1	Part No: K00004 Data Acquisition System - 128 TX channels / 64 Rx channels	1 No		
2	Part No: K00010 Vantage NXT Arbitrary Waveform Package	1 No		
3	Part No: P01370 260 Pin Backshell Kit - 0 Ohm Tuning	1 No		
4	Part No: P01533 Break-Out Board Assembly Left	1 No		
A	Insurance and Freight			
B	Net CIP by Air/Sea at the port of entry (Bangalore Airport / Chennai Sea Port)			
	SUB TOTAL			
	GRAND TOTAL			

NOTE:

1. In DDP Shipment the tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
2. The bidder breaks up of price under various columns is for comparison of price up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma Invoice. The proforma Invoice should indicate the percentage of agency commission included in the FOB Prices. Indian Agent to be paid in Indian Currency.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price preferably after receipt of goods at consignee's site in good condition as per payment terms in the contract. The purchaser can place the order on Ex-Works, FOB/FCA, CIP or DDP basis.



5. The price quoted in foreign currency in column (B) shall be converted in Rupees at the selling rate of exchange applicable on the date of tender opening. The customs duty amount so worked out as percentage of net CIP value in rupees will be taken for evaluation and comparison of tenders.
6. The charges for Annual AMC after warranty shall be quoted separately.
7. Supply of Spare Parts by the OEM for Estimated life of the equipment to be indicated and to ensure proper AMC for the Post-Warranty Period.



ANNEXURE - A

COMPLIANCE STATEMENT
(To be submitted on Company's letterhead)

S.NO	ITEM DESCRIPTION	QTY	MAKE & MODEL	COMPLIANCE (YES/NO)	REMARKS, IF ANY
1	Part No: K00004 Data Acquisition System - 128 TX channels / 64 Rx channels Optical PCI Express Cable Standard Host Controller - includes installation of PCI express adapter K00004 card. Installation of firmware and drivers; custom configuration of BIOS; loading of VERASONICS software including HAL, VSX, example scripts and licenses; thorough testing of the entire configuration Image Reconstruction One-year hardware manufacturing defect warranty starting from the delivery date– As set forth in the Master Agreement				
2	Part No: K00010 Vantage NXT Arbitrary Waveform Package Includes Extended Transmit & Arbwave Capabilities				
3	Part No: P01370 260 Pin Backshell Kit - 0 Ohm Tuning				
4	Part No: P01533 Break-Out Board Assembly Left				

ANNEXURE – B

SCHEDULE OF EXPERIENCE
(To be submitted on Company's letterhead)

Please furnish list of major supplies/works undertaken in relevant to this tender during the past two years.

Sl. No.	Name of the company with full address	Name of project	Purchase Order No. & date	Brief description	Value (Rs.)
Signature					
Name					
Designation					
Name of company					
Date					
Seal of the company					

SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS
(To be submitted on Company’s letterhead)

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specification of this tender. [State NIL if no deviation is envisaged].

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	

(To be submitted on Company's letterhead)
INTEGRITY PACT

General

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on day of the month of , between, on one hand, Head, (A & F), NATIONAL CENTRE FOR BIOLOGICAL SCIENCES, TATA INSTITUTE OF FUNDAMENTAL RESEARCH (TIFR)GKVK, BELLARY ROAD, BANGALORE – 560065 herein after 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/Department of the Government of India performing its functions on behalf of the President 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.

2. 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:

3.1 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:

3.2 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.

3.3 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.

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

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

3.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence 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.

3.7 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.

3.8 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.



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

3.10 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.

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

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

3.13 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.

3.14 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 Head, (A&F), NCBS- TIFR 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 “Head, (A & F), NCBS-TIFR, Bangalore.



5.4 PBG to be established through any of the National Banks (whether situated at Bangalore or outstation) with a clause to enforced the same on their local branch of Bangalore or any scheduled bank (other than national bank) situated at Bangalore. 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 acknowledge. 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

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, Mumbai).

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

Head, (A & F), NCBS , Bangalore

Date & Place:

Witness

1. _____

(Indenter)

2. _____

BIDDER

Signature with seal

Date & Place:

Witness

1. _____

2. _____



ANNEXURE-E

Certificate for Local Content

(To be submitted on Company's letterhead))

“We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under “Class-I Local Supplier” Category. As being “Class – I Local Supplier”, we are eligible for Purchase Preference under “Make in India” Policy vide GOI Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020).

OR

“We (name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under “Class-II Local Supplier” Category.

The details of the location (s) at which the local value addition made is/are as under:

1.

2.

3.

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

1. Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

2. In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India Policy, if applicable.



ANNEXURE - F

Declaration of Compliance of Order (Public Procurement No.1, 2, 3 & 4) dtd 23rd Jul 2020, 24th Jul 2020 and 23rd Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(To be submitted on Company's letterhead)

Tender No. :-

Date:

CERTIFICATE

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that M/s (name of bidder entity) is not from such a country.

OR (whichever is applicable)

I have read the clause related to insertion of Rule 144 (xi) in the General Financial Rules 2017 vide O.M No.F.7/10/2021-PPD(1) dated 23rd February, 2023 (Public Procurement No.4) and any amendment made thereafter of the Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that M/s (name of bidder entity) is from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. (Copy/ evidence of valid registration by the Competent Authority is to be attached)

AND

I have read the clause regarding restriction on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that M/s (name of bidder entity) does not have any ToT arrangement requiring registration with the competent Authority

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that M/s (name of bidder entity) has valid registration to participate in this procurement.

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

Signature of Bidder/ Agent with Company seal

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

Declaration

(to be submitted on Company's Letter Head)

I, the undersigned, (full names), do hereby declare, in my capacity as of M/s(name of bidder entity), that:

1) The facts contained herein are within my own personal knowledge.

2) I have read the Order and provisions of Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No.F/1/20/2018-PPD dated 02.11.2021 and confirm that I/we have not been convicted of an offence and not engaged in any of the acts as mentioned below:

A bidder shall be debarred if he has convicted of an offence-

(a) under the Prevention of Corruption Act, 1988: or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a Public Procurement Contract

AUTHORISED SIGNATURE:**DATE:** _____**Seal / Stamp of Bidder**



ANNEXURE - H

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

No. _____

Date: _____

Director,
National Centre for Biological Sciences,
GKVK campus, Bellary Road,
Bangalore – 560065.

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

Clause 15.b) of the 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.