

**-Inter-University Accelerator Centre**  
(An Autonomous Centre of University Grants Commission)  
Aruna Asaf Ali Marg, New Delhi - 110067

**NOTICE INVITING E - TENDER**

**Tender Number: IUAC/NIT/08/IS/2025-26**

**Dated: 26/09/2025**

Inter - University Accelerator Centre (IUAC) invites on-line bids on behalf of the Director IUAC, New Delhi through e-procurement Portal under two bid system, viz., Technical and Financial bids, from eligible / experienced parties for the Supply, Installation, Testing and Commissioning of **High-Resolution Scanning Probe Microscope (HRSPM)/ High Resolution Atomic Force Microscope (HRAFM) as per Annexure III A.**

Tender Documents may be downloaded from Central Public Procurement (CPP) Portal free of cost <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement portal should enrol / register before participating through the website <https://eprocure.gov.in/eprocure/app>. Bids should be submitted on-line only at website: <https://eprocure.gov.in/eprocure/app>. Bidders / Contractors / Bidders are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

Only bids received through e-procurement portal will be considered for opening. Bids not covering full scope of work/supply of the products/goods will be rejected and only complete bids will be considered.

**As per notification no. F/9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, Department of Expenditure, Govt. of India, bidders have to submit "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents".** Bidders registered with MSME/NSIC (the unit being registered for the item/work tendered) are required to upload copy of valid registration certificate in the website <https://eprocure.gov.in/eprocure/app> along with technical bid.

Bidders are advised to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard .XLS BOQ Format with the tender document, then the same is to be downloaded and to be filled and submitted on-line without modifying the format. **If the BOQ file is found to be modified by the bidder, the bid will be rejected.**

Any Corrigendum / Amendments in respect of above tender shall be issued on website: <https://eprocure.gov.in> and [www.iuac.res.in](http://www.iuac.res.in) only. Bidders should take into account any corrigendum published on the tender document before submitting their bids.

The Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reasons thereof.

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## SECTION - I

### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:

#### **1. Registration**

- 1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL:) by clicking on the link **“On-line Bidder Enrolment”** on the CPP Portal, which is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode/ eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others, which may lead to misuse
- 1.6 Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

#### **2.0. Searching for Tender Documents**

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to

intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

### **3.0. Preparation of Bids**

Bids shall be submitted on-line only at CPP Portal: <http://eprocure.gov.in/eprocure/app>

- 3.1 Bidders are advised to follow the instructions provided in Section-I above for the e-submission of the bids on-line through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
- 3.2 Bid documents may be scanned with **100 dpi** with black and white option, which helps in reducing size of the scanned document.
- 3.3 Bidder who has downloaded the tender from the IUAC website and Central Public Procurement Portal (CPPP), shall not tamper/ modify the tender form including downloaded commercial bid template in any manner. In case if the same is found to be tampered/ modified in any manner, bid will be summarily rejected and EMD would be forfeited and the bidder would be liable for **suitable penal** action.
- 3.4 Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.
- 3.5 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.6 Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.7 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

- 3.8 To avoid the time and effort required in uploading the same set of standard documents, which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **4.0. Submission of Bids**

- 4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document
- 4.3 Bidder has to select the payment option as “On-line” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it on-line, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the

- uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.8 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 4.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 4.10 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 4.11 The bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- 4.12 Bids will be opened as per date/time as mentioned in the **Tender Document**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated.
- 4.13 Submission of a tender by a Bidder implies that he has read all the stipulations contained in this tender document and has acquainted him of the nature, scope and specifications of the items to be followed.
- 4.14 The Bidder shall submit all documents after duly filling the same in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.
- 4.15 Tenders shall be submitted ON-LINE, it shall be signed by one who has been authorized by the board of director /director / manufacture/ firm owner /their authorized agents through a resolution/ authority letter. Copy of the resolution/ authority letter in favor of the person signing must accompany the tender.
- 4.16 Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

**5.0. Assistance to Bidders**

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2 Any queries relating to the process of on-line bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help desk.



## SECTION II

### INVITATION FOR BIDS (IFB)

Inter University Accelerator Centre (IUAC) invites Online Bids on single stage two-bid system for **High Resolution Scanning Probe Microscope (HRSPM) with High Resolution Atomic Force Microscope (HRAFM) attachment.**

Please note that physical bids shall not be accepted.

Name of Work / Supply	Supply, Installation, Testing and Commissioning of <b>High Resolution Scanning Probe Microscope (HRSPM)/ High Resolution Atomic Force Microscope (HRAFM) as per Annexure III</b>
Tender Number	IUAC/NIT/08/IS/2025-26
Performance security deposit	5% of the Tender Value
Earnest Money Deposit/ BS	3,36,000/-
Tender Document Fee	NIL
Bid Submission End Date and Time (Part - A and Part - B )	21.10.2025 at 03:00 P.M.
Technical Bid Opening Date ( Part - A )	22.10.2025 at 03:30 P.M.
Price Bid Opening Date ( Part - B )	To be intimated later on to the technically qualified bidders
Contact Person	Administrative Officer (S&P) E-mail: <a href="mailto:iuacstores@gmail.com">iuacstores@gmail.com</a> Phone: 011-24126018, 24126022.  Dr. Indra Sulania, Scientist-F E-mail: <a href="mailto:indra@iuac.res.in">indra@iuac.res.in</a> Mob.- 9891016339

#### 1. Two Bid System

The two-bid system will be followed for this e-tender. In this system, the bidder shall submit offer online in two parts viz. Technical Bid and Commercial Bid. The offers submitted by telegram/ fax/ e-mail/ by hand or any other mode except e-tender shall not be accepted. No correspondence will be entertained in this matter.

## **Part A: "Technical Bid"**

In this bid, the bidder shall upload the scan copies of the following essential documents to qualify the technical bid (Pre-qualification Criteria) for the said item along with Bidder profile **(Annexure-1)**

1.1 Registration Certificate of the Company/Firm. The bidder must be a competent firm in the business of manufacture/supply of HRSPM/HRAFM. The bidder should be in the similar business for at least last 10 years prior to the date of issue of this tender.

1.2 The bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the technical specifications. Authorized representative/Indian agent to submit the Manufacturer Authorization Form with the technical bid as per **Annexure- II**.

1.3 Equipment / System offered must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Technical Bid Opening.

1.4 Foreign bidder/suppliers quoting directly, should submit a letter of Authorisation in favour of Indian Agent/Representative indicating complete address, contact person and validity of Authorization if any along with their technical bid. Foreign bidder/suppliers quoting directly should ensure that adequate and specialized expertise is already available **or** will be made available following the execution of the contract in the Purchaser's country, to ensure that the support services are responsive and adequate.

1.5 Technical Specification/scope of work at **Annexure-III**

*(To be provided by the respective Indenter in a separate sheet which should be signed and stamped by the bidder as acceptance of the required specifications and deviations if any should be mentioned by the bidder).*

1.6 Schedule of Requirement is at **Annexure-IV**

1.7 Copies of the audited statements/ turnover certificate of the past three financial years ending on 31<sup>st</sup> March of the previous financial year in which the tenders are invited. To support the claim, provide a Certificate of CA.

The average annual turnover of the bidder during the last three financial years should be at least Rs 80 Lacs on 31<sup>st</sup> March 2025. In case balance sheet and statement of Profit & Loss for the immediately preceding financial year have not been prepared/audited, the account for one more preceding financial year can be submitted.

1.8 Copies of PAN no., GST no., ESI, EPF Registration etc.

- 1.9 Copies of work orders and completion certificates of at least one supply order of value not less than 80% of the estimated cost.

**Or**

Two similar supplies, each of value not less than 50% of estimated cost.

**Or**

- Three similar supplies, each of value not less than 40% of estimated cost during the last 3 years ending 31<sup>st</sup> March, 2025.

*(Similar supply means "Supply experience in Government organizations, Govt. Autonomous/Research organizations or Public limited Company / organizations for bulk supplies including private sector).*

- 1.10 Undertaking for Site Visit has to be submitted as per **Annexure-V** *(Wherever required)*
- 1.11 Bid Security Declaration/EMD as per **Annexure-VI**.
- 1.12 Undertaking on a letterhead as per **Annexure -VII** that the bidder's firm has not been banned / blacklisted by any authority/Ministry/Department in the past.
- 1.13 Code of Integrity Pact Certificate as per **Annexure-VIII** *(Wherever required)*.
- 1.14 Copy of the OEM authorization certificate from the manufacturer duly signed in ink *(wherever applicable)*.
- 1.15 Solvency Certificate for Rs. 3 Crores to be submitted *(wherever required)*. The Solvency Certificate should not be more than six months old prior to the date of submission of tender or should have validity as on last date of submission of tender. The solvency certificate should be submitted in any of the formats given in **Annexure -IX** for the purpose of guidance. Minor deviation in the wordings can be accepted in case it is valid as on date of submission of the tender or issued not more than 06 months before the last date of submission of tender.
- 1.16 Any other document asked for.
- 1.17 Check list for Pre-qualification Bid as per format. **Annexure-X**

**Note: Technical bids which are not conforming to the technical specifications will be disqualified**

**Part-B "Price Bid"**

- 1.17 In this bid, the bidder is required to quote his item rates in the BOQ formed in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles

required for work, freight, Insurance, and all applicable Govt. Duties, excluding GST (payable separately, if applicable), levies & taxes, transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor.

Further, nothing extra in rates will be considered due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to be considered them as zero and accepted. No further compensation on that item can be considered later. The bidders should quote unconditional rates.

1.18 The bidder shall fill up the Bill of Quantity (BOQ) which is price bid. The BOQ should be filled up carefully as it will be used for evaluation of L1. The contract will be awarded to L1 bidder subject to fulfilment of other terms and conditions of tender. MSME bidder will be given price preference subject to fulfilment of conditions as prescribed by the Government of India from time to time.

1.19 Prices shall be entered in BOQ in the following manner:

(i)	The price of the goods quoted at IUAC, New Delhi including installation, commissioning and training charges including any incidental services, if any.
(ii)	Payment of GST will be as per rules.

1.20 The price quoted shall remain fixed during the contract period and shall not vary on any account.

## **2.0 Period of validity of bids**

Tender shall be valid for acceptance without any change in rates and NIT conditions for a period of 90 days from the date of opening of Price bid. No Bidder can withdraw/or modify his tender or revoke the same within the said period of 90 days. If a Bidder on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 90 days his EMD deposit shall stand forfeited and action will be taken as per Bid Security Declaration. The validity of accepted rates is extendable for a period of 180 days from the date of issue of Award Letter, with mutual consent of both the parties.

### **3.0 Submission of Bids**

The online bid shall be neat, plain and intelligible. The authorized person should sign each page of the bid. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

### **4.0 Deadline for Submission of Bids**

- a) Bids must be submitted on-line before the due date and time as specified in the critical date sheet.
- b) IUAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the websites only.

### **5.0 Late Bids**

The on-line bid submission would not be possible after the deadline for submission of bids

### **6.0 Bid Opening and Evaluation of Bids**

Opening of Bids

- a) The E-bids shall be opened on-line. The technical bids will be evaluated to short-list the eligible bidders. The technical bids of only eligible bidders shall be considered for further processing (technical evaluation).
- b) Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be considered as technically qualified.
- c) IUAC will open commercial bids of only the technically qualified/short-listed bids.
- d) In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard
- e) Since E-bid is an on-line process, the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and IUAC will not be responsible for the same.
- f) On opening of bids on-line, accepting the bid would not mean that the firm is technically or financially qualified.

### **7.0. Tender liable to rejection**

- a) Tenders which do not fulfil all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of

tender document and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited. Tenders shall also be liable for rejection on any of the following grounds: -

- (i) Tenders containing remarks uncalled for
- (ii) Conditional tenders
- (iii) Tenders not submitted on prescribed Proforma
- (iv) Telegraphic / Fax/ Postal tenders
- (v) Tenders submitted late
- (vi) Tenders with NIL consideration
- (vii) Not submitted required documents as per tender

#### **8.0. Amendment of Tender Documents**

- 8.1 At any time prior to the deadline for submission of bids, IUAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- 8.2 All prospective bidders who have downloaded the bidding document will be notified of the amendment(s), if any, on IUAC website/ CPP portal, and such amendments/ modifications will be binding on them.
- 8.3 IUAC at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.
- 8.4 Bidders should keep viewing the above-mentioned websites for any corrigendum/ change. There wouldn't be any newspaper advertisement towards the same. If any bidder misses the information published on the website and their bid is rejected, no complaint would be entertained.

#### **9.0 Reservation of Procurement for certain class of products from Micro and Small Enterprises (MSEs) shall be considered as per the rules of Government of India.**

- 9.1 MSEs procurement policy is meant for procurement for only goods produced and services rendered by MSEs and not for any trading activities by them as MSE Unit will not get any purchase preference over another MSE Unit.

### **SECTION-III**

#### **GENERAL TERMS AND CONDITIONS**

##### **Documents Establishing Bidder's Eligibility and qualifications**

The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification (as specified in Part A "Technical Bid") to perform the contract if its bid is accepted.

The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that :

- a) The bidder meets the qualification criteria listed in bidding documents, if any,
- b) Bidder who doesn't manufacture the goods it offers to supply shall submit manufacturer Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
- c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

##### **1.0 Authorization of India Agents & Indian Representative**

- 1.1 In case there is involvement of an Indian agent/representative in any form, an authority letter / copy of agreement from the principal manufacturer must be submitted with the technical bid.
- 1.2 Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/ supplier in India, then a copy of approval from RBI / Ministry for operating business in India as Subsidiary /Branch / Liaison office or Joint-Venture shall be submitted with offer. Copy of Agreement, PAN Card, GST to be submitted by the authorised representative in India.
- 1.3 The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

##### **2.0 Earnest Money Deposit (EMD)**

- 2.1 The Bidder shall submit Earnest Money Deposit (EMD) of amount as specified in NIT through online mode. The Bid Security of unsuccessful bidder will be

discharged /returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. The receipt of Bid security before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the bid security is not received within stipulated time.

### **2.3 For all bidder(s):**

- a) The EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- b) E-Bids submitted without EMD will stand rejected. No interest is payable on BS/EMD.
- c) The EMD is required to protect the IUAC against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- d) The EMD shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees.

### **2.4 EMD is the mandatory requirement however the MSMEs/NSIC registered with Government Agencies are exempted from payment of Earnest Money Deposit (EMD) & tender fees subject to conditions give below: -**

- i) MSMEs participating in the tender must submit valid & authorized copy of certificate of registration. The MSME's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME's certificate matches with the nature of the services and goods/items to be supplied as per Tender.
- ii) The registration certificate issued by agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- iii) The MSMEs who have applied for registration or renewal of registration with any of the authorised agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

### **3.0 Evaluation of Proposals & Award Criteria**

- 3.1 The bidder must quote for all the items mentioned under Annexure IV schedule of Requirement. The lowest price criteria shall be applied on the total composite amount (inclusive of all) of all items taken together.



- 3.2 Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing fee (Tender Fee) and bid security (EMD) have been furnished, whether the uploaded documents have been properly signed and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- 3.3 Bids complying with all the eligibility requirements mentioned in this tender document and fulfilling the specifications and schedule of requirements shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.
- 3.4 IUAC, if provided for in the NIT, may ask bidders for presentation on the solution offered. Failure on part of bidder to arrange the presentation on the date & place fixed shall result in the rejection of technical bids and financial bids of these bidders shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. IUAC decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.
- 3.5 Commercial bids of only those bidders will be opened who are found to be technically responsive and the work shall be awarded to the commercially lowest bidder.
- 3.6 Bidder should quote their rates by uploading in prescribed Performa in BOQ\_XXXX.xls only. Commercial bids/ prices/ rates other than the format provided or elsewhere in the Bid Document shall be rejected by IUAC.
- 3.7 The rates quoted in figures would be automatically converted in words in BOQ\_XXXX.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.
- 3.8 In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, if the currency is other than Indian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of India as on the last date of submission of technical/ commercial bids and the eligibility of the bidder shall be determined accordingly.
- 3.9 If more than one bidder happens to quote the same lowest price, IUAC reserves the right to seek revised offer from the same bidders and placing order on revised

L-1 offer. If same situation prevails then IUAC reserves the right to place order on any of them.

- 3.10 The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority of Government of India.

#### **4.0 Performance Security (For Supply case)**

After the issuance of LOI/Purchase order, the successful Bidder/bidder within 15 days shall require to submit Performance Security Deposit @ five (5%) percent of the contract value in the form of Bank Guarantee (from Nationalized Bank) valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty obligations. In case of extension, the contractor shall require to deposit fresh Performance Security Deposit. Format of Bank Guarantee is at **Annexure-XI**.

##### **4.1 Performance Security/ Warranty/ Defect Liability Period**

In works contract, the supplier shall submit the Performance Security equivalent to ten (10%) percent of contract value in the form of an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding the Purchaser's interest in all respects. In case of a JV, the BG towards performance security shall be provided by all partners in proportion to their participation in the project. Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP). The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after the supplier duly performs and completes all obligations under the contract but not later than 365 days of completion of the Defect Liability Period (DLP).

In addition to Performance Security, a security deposit equal to five (5%) of the value of the work will be deducted from Contractor's bills and shall be refunded without interest after completion of defect liability period of one year after ensuring successful performance of the system executed by the contractor.

#### **5.0 Others Conditions**

- 5.1 If, for any unforeseen reasons, IUAC is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

5.2 IUAC reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons there for.

5.3 IUAC reserves the right to accord relaxation uniformly to all the bidders in case the bids submitted by all the bidders are found to have minor deviation.

**6.0 Time-line for supply**

The material should be supplied within 120 days from the issuance of letter of Intent (LOI). Any delay in completion of the work/supply due to reasons attributable to the vendor / manufacturer is liable to liquidated damages as per NIT. However, under the force-majeure conditions as mentioned in the NIT, IUAC may grant suitable time extension for which vendor has to request along with justification / reasons well in advance to the Director, IUAC for approval without any prejudice or price escalation.

**7.0 Packing**

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

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

**8.0 Inspection and Test (*Wherever applicable/required*)**

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

- (i) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier

shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.

- (ii) The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.
- (iii) In the event of the ordered item failing to pass the acceptance test, a period not exceeding 15 days will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.
- (iv) Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.

#### **9.0 Guarantee & Defect liability period**

The supplied material should be guaranteed from manufacturing / engineering defect and bad material/workmanship for a minimum period of three year from the date of acceptance of the goods by IUAC. During this period if any replacement/repairs/rectification of any of the supplied item etc. is needed, the supplier shall do the same free of cost to IUAC. If the equipment/ part needs to be shipped to the service centre for repair/rectification during the guarantee period, the shipment charges should be borne by the supplier. The supplier shall guarantee that all equipment shall work satisfactorily and that the performance and efficiency of the equipment shall not be less than the specified values. 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 at least two years.

#### **10.0 Site Conditions *(wherever required)***

Contractor shall acquaint himself fully with the site conditions and the working

environment of IUAC before quoting his rates. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work. (The bidder should sign undertaking as per Annexure –1 enclosed in tender. Failure will result in forfeiture of performance security / EMD).

#### **11.0 Installation, Commissioning, Demonstration, Inspection and Tests**

Bidder shall be responsible for installation, Commissioning, Demonstration, Inspections and Tests wherever applicable and for after sales service including supply of spares during the warranty and thereafter as specified in the NIT.

#### **12.0 Insurance**

For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

#### **13.0 Payment Terms**

- 13.1 The payment shall be made on timely submission of the bills in proper format by the contractor after due certification by the IUAC personnel responsible for supervision of the work. TDS and other Statutory deductions will be made as per rules.

The payment shall be made in Indian Rupees, as follows:

- (a) On Supply : Eighty **(80%)** percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents
- (b) On Acceptance: The remaining Twenty (20%) percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by IUAC subject to submission of performance security as per NIT clause.
- (c) In case of supplies where installation & commissioning is **not** required 100% payment will be made within 30 days from receipt of items by IUAC as per purchase order contract.

- 13.2 **Escalation:** No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.

- 13.3 **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.

#### **14.0. Delay in the supplier's performance**

- 14.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the Schedule of Requirements and as incorporated in the contract.
- 14.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
  - (ii) Forfeiture of its performance security and
  - (iii) Termination of the contract for default.
- 14.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

#### **15.0 Liquidated Damages**

As time is the essence of the contract, delivery period mentioned in the Purchase Order should be strictly adhered to otherwise IUAC will have to forfeit EMD/PS and also LD clause will be applicable/enforced. 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 0.5% of order value per 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. IUAC reserves the right to cancel the order in case the delay in supply is more than 10 weeks. Penalties, if any, will be deducted from the EMD/PS. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed services or contract value. The maximum amount of penalty shall be 10% of the contract value.

#### **16.0 Force Majeure**

The right of the contractor/supplier to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor/supplier, including not limited to acts of God, Pandemic, or of the public enemy, restraints of a sovereign state, firms, wars, fires, epidemics,

quarantine restrictions, floods, unusually severe weather. If a Force Majeure situation arises, the supplier/contractor shall promptly notify along with the justification/reasons well in advance to the Director IUAC for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the IUAC, Director will be final and binding on the supplier/contractor.

#### **17.0 Labour Laws**

The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, bonus etc. This will be the sole responsibility of the contractor. IUAC will not be a party at any stage in any of the disputes relating to the above. In case, IUAC has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.

Contractor will make own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution.

#### **18.0 Rules Governing the Contractor's employees working in the IUAC Premises** *(Applicable only in specific cases)*

Contractor will take due permission for entry of all his workmen in IUAC. No unauthorized person will be allowed to work inside IUAC campus. The contractor's employees working inside the IUAC campus will abide by the Centre's rules & regulations for works inside the campus. Any damage to the IUAC property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.

#### **19.0 Corrupt or Fraudulent Practices**

IUAC requires that the bidders who wish to bid for this project have highest standards of ethics. IUAC 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. IUAC 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. Integrity pact should be signed by competent authority of the vendor. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
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(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	Anti-Competitive practice	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	Conflict of interest	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain
(g)	Obstructive Practice	materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information.



## **20.0 Dispute Settlement**

20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Equipment under the Contract.

20.2 The dispute settlement mechanism/arbitration proceedings shall be concluded as under :-

- i) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules thereunder and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Inter University Accelerator Centre and if he is unable to or unwilling to act, some other person appointed by him shall act as Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- ii) In the case of a dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision mentioned above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding, any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) The purchaser shall pay the Supplier any monies due to the Supplier.

## **21.0 Jurisdiction**

Notwithstanding any other courts having jurisdiction to decide the questions forming subjects matter of a suit any and all actions and proceedings arising out of or relative to the contract (including any arbitration as per the Arbitration and Conciliation Act 1996) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi., where this contract to be signed on behalf of and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

## **22.0 Integrity Pact (*Wherever required*)**

22.1 An integrity Pact has to be signed by the bidders to ensure transparency, equity and competitiveness in procurement. The Integrity Pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons / officials of both the parties with the aim not to exercise any corrupt influence on any respect of the contract. Only those bidders, who are willing to enter into such an Integrity Pact with the Purchaser, would be competent to participate in the bidding.

22.2 The Integrity Pact would be effective from the date of invitation of bids till complete execution of the Contract. The format of the Integrity Pact is given in **Annexure-XII.**

## **23.0 Termination for Insolvency**

23.1 IUAC may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

## **24.0 Indemnity**

The Supplier shall indemnify, protect and save IUAC 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 equipment's supplied by him.

## **25.0 Negotiation**

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply and where there are possibilities of getting cartel formation. Negotiations shall be held with the lowest evaluated responsive bidder only.

**26.0 Special Instructions to Bidder for Registration with the Department for Promotion of Industry and Internal Trade (DPIIT)**

26.1 As per Ministry of Finance, Department of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)

26.2 **“Bidder”** for the purpose of this tender (including the term 'Bidder', 'consultant' 'vendor' 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 person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.

26.3 **“Bidder from a country which shares a land border with India”** for the purpose of this tender means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

26.4 **“The Beneficial owner”** for the purpose of (3) above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person(s), has a controlling ownership interest or who exercises control through other means.

**Explanation: -**

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- c) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- d) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- e) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- f) In case of a trust, the identification of beneficial owner(s) shall include identification of the author other trust, the trustee, the beneficiaries with fifteen percent or more interest or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- g) “**Agent**” for the purpose of this Order is a person employed to do any act for another, or to represent another dealings with third persons.

**26.5 Sub-contracting in works contracts**

In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination

and further legal action in accordance with law. **Annexure XIII** (For Goods/ Services contracts)/ **Annexure XIV** (For Works contracts, including Turnkey contracts).

## **27.0 Preference to make in India**

Preference to local suppliers shall be given as per revised Public Procurement (Preference to Make in India), Order 2017, No.P-45021/2/2017-PP (B.EII) dated 16.09.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India as notified from time to time. (Submit duly filled Declaration of Content, Annexure-XV for the same). The Declaration of Content once submitted in the Technical Bid will be final. Submission of Revised Declaration of Content will NOT be accepted. As per O.M. of DPIIT, Ministry of Commerce and Industry, Govt. of India No.P-45021/102/2019- BE- II- Part (1) (E- 50310) Dated 04.03.2021, Bidders offering Imported products will fall under the category of Non-Local Suppliers. They cannot claim themselves as Class-I or Class-II Local Suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/ CMC etc. as Local Value Addition.

## **28.0 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, IUAC decision shall be final and binding on both the parties.

## **29.0 Correspondence**

All the correspondence in respect of tender / contractual obligation shall be made to "The Administrative Officer (S&P), Inter University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi- 110067 " e-mail : [iuacstores@gmail.com](mailto:iuacstores@gmail.com), Phone : +91-11-24126018, 24126022.

Note :

- (1) IUAC will not reimburse any expense, whatsoever incurred by Bidder for the preparation and submission of tenders. IUAC does not bind itself to accept the lowest or any tender and reserves the right to reject any of all tenders without assigning any reason.
- (2) The notice inviting tender, will form part of the contract agreement to be executed by the successful Bidder with the IUAC.
- (3) IUAC also reserves the right to change the quantities of the units while issuing the letter of award of work depending on requirements.

**Seal & Signature of Bidder/**

## **SECTION-IV**

### **SPECIAL TERMS AND CONDITIONS OF CONTRACT/WORK**

*(Wherever required)*

#### **1.0 Carrying of work**

All the work shall be carried out in accordance strictly as per the specifications given in the tender to the total satisfaction of the Institute

#### **2.0 Contractors Responsibility for the manner of Execution of Work**

The contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of IUAC from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

#### **3.0 Specifications**

During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant codes to avoid accidents/damages to man, machines and buildings, at his own cost. If specifications for an item of work are not covered as per approved Specifications of tender, the same shall be decided by the Institute and shall be binding on the contractor.

#### **4.0 Agency's Risk**

All risks of damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the contractor

#### **5.0 Action and Compensation payable in case of Bad work**

5.1 If it shall appear to IUAC, or our representatives, that any work has been executed with unsound, imperfect or unskilful workmanship **then the contractor shall be liable to pay compensation**

5.2 If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.

5.3 No material belonging to the contractor whether consumable or non-consumable should be brought inside the IUAC campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre. Material delivery challans duly entered at the main gate shall to be submitted. It shall always prevail, unless otherwise

specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the contractor without any reservation.

- 5.4 If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.
- 5.5 During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant codes to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.

**Seal & Signature of  
Bidder/Bidder**

**Annexure-I****PROFILE OF THE BIDDER (on Bidder's letterhead)**

1.	Name of the Firm / Organization	:	
2.	Address	:	
3.	Telephone No. / Mobile No. & Name of the Contact Person	:	
4.	E-mail ID	:	
5.	Month and Year of establishment	:	
6.	Name of proprietor / partners/director	:	
7.	No. of years of experience in this field, with Reference, Certificates	:	
8.	Annual Turnover during the last three years : (Enclose copies of Audited Financial Statement)	:	
9.	Whether the firm is an Income Tax Assessee? If so please give the details of PAN No.	:	
10.	GST Registration No.	:	
11.	Name of the OEM and address (if applicable)	:	

**Signature of the Bidder & Seal**



**MANUFACTURERS' 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 are 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 Clause 11 of the General 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]*

**\*(Not required in case the bidder itself is the manufacturer)**

### Annexure- III

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS** *(To be provided by the Indentor according to the items to be procured)*

<b>Technical Specification for High Resolution Scanning Probe Microscope (HRSPM)/ High Resolution Atomic Force Microscope (HRAFM):</b>  A multipurpose HRSPM/HRAFM for high resolution imaging in thin films, polymers, 2D materials, Nano Particles, single molecules, biological samples like Bacteria, DNA, Protein, etc. The system should include all accessories to allow operation in air & in liquids.		
S. No.	Name	Specification
1	Instrument Resolution	The instrument should demonstrate atomic lattice resolution in Tapping/AC mode and Contact mode imaging, on site.
2	System Scanner	XY Scan Range 90 $\mu\text{m}$ x 90 $\mu\text{m}$ or more
		Z Scan Range 15 $\mu\text{m}$ or more
		System should have independently controlled piezo flexure-based scanners.
		XY sensor noise <0.6 nm in a 0.1Hz to 1kHz bandwidth (closed loop).
		Z sensor noise < 0.25 nm in a 0.1 Hz to 1 kHz bandwidth (closed loop).
3	Instrument Geometry	The instrument must accommodate samples sizes up to 80mm by 80 mm in XY and 10 mm thick or better
		The system configuration allows a single scanner to be able to achieve large area and small area high resolution images.
	Stage	The SPM must have motorized stage with an automated tip-sample approach.
		Motorized XY sample positioning with travel range of 15mm by 15mm or more.
		Motorized Z motion with travel range of 5 mm or more.
	Sample viewing	Suitable camera with objective lenses (10x or better) system for tip/sample viewing should be included

4	Controller, Electronics & Software Minimal requirements	System must use 20-bit DAC or higher to generate the XY and Z piezo scan signals and 20-bit ADC controller or higher.
		The system must provide auto/ thermal tunes of the cantilever as per required mode.
		Built-in control and analysis software must be provided with the system. Raw data should be exportable to standard formats for analysis.
		The data acquisition system must be capable of recording individual image sizes of 4000×4000 pixels or greater.
		AFM control software environment must include 3D rendering technology for advanced image display.
		System must include a provision for scanner calibration.
5	Operating Modes	<p>The microscope must be capable of the following scanning modes. Each of these signals must be recorded in both trace and retrace scan directions.</p> <p>Contact Mode</p> <p>Electric Force Microscopy (EFM)</p> <p>Force Curve Mode</p> <p>Force Mapping Mode (Force Volume)</p> <p>Fluid imaging</p> <p>Kelvin Probe Force Microscopy (KPFM)</p> <p>Lateral Force Mode (LFM)</p> <p>Magnetic Force Microscopy (MFM)</p> <p>Nanolithography/ Nanomanipulation</p> <p>Phase Imaging</p> <p>Piezo-response Force Microscopy (PFM)</p> <p>Tapping Mode (AC Mode): Amplitude and Phase information in addition to height.</p> <p>Scanning Tunnelling Microscopy (STM)</p>

		Conductive AFM - The system allows conductive measurements while scanning as well as at user specified locations (I-V curves). A sample bias of 10V or more in both the polarities.
		STM mode should be capable of showing atomic resolution in HOPG along with STS plots. A compatible small scanner should be provided for STM, if required.
		Any other modes, which occur default modes with the quoted system should also be clearly mentioned.
6	Optical Lever Arm: Light Source and Photodetector	The instrument optical lever arm must use a low coherence light source The instrument must use an infrared SLD (or equivalent) for the optical lever arm to eliminate optical crosstalk with epi- and transmission-fluorescence measurements.
7	Instrument Isolation	The system must include a thermally- and acoustically-isolating enclosure. The system must include an active vibration isolation table / platform suitable for the system. Vendors are free to make a site visit to confirm the isolation requirements.
8	Probes & Calibration samples	One set of probes (10 numbers) for each of the mode has to be supplied along with standard calibration samples. Standard toolkit and hardcopies of the Operating and user Manuals.
9	Acceptance Clause	System should demonstrate the images of standard samples in all the modes as quoted by the vendor on site after installation.
10		All the specified parameters will be authenticated by the Brochures or Company (OEM) websites. Instant preparation of the same based on the specifications provided and its onward submission will lead to disqualification. Brochure of the quoted Instrument must be provided.
11	Compliance Statement	A compliance sheet must be provided as per the specifications mentioned in the Annexure III.

12	Accessories	All accessories necessary for regular operation, such as computers, software, cables etc. should be included. All technical requirements like power, cooling etc. should be specified clearly.
13	Service Facility	Service facility within India is a must preferably in Delhi.
14	Warranty	Three years comprehensive warranty from the date of final acceptance. Downtime of the Instrument will be subtracted from the warranty period.
15	Spare parts	Vendors should ensure the availability of spare parts for a period of up to 10 years.
16	The vendors should have successfully installed at least 02 systems of the similar platform/ configurations in India with institutes of high repute. User's list and contact details should be provided.	

**(Seal & Signature of bidder/Bidder)**

**Annexure- IV****SCHEDULE OF REQUIREMENTS**

(To be filled by the Indenter)

Sr. No	Brief description of Goods and Services	Quantity	Remarks
1	Supply, Installation, Testing and Commissioning of <b>High Resolution Scanning Probe Microscope (HRSPM)/ High Resolution Atomic Force Microscope (HRAFM)</b> as per Annexure III	01	
2			
3			
4			
5			

**(Seal & Signature of Bidder)**

**SITE VISIT UNDERTAKING**

(To be submitted wherever required)

**This certificate shall be furnished duly signed & stamped**

**Certificate/ Undertaking**

This is to certify that we have visited the site where at Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi -110067 on ..... and assessed the actual situation & nature of site. We have also assessed the amount of work involved at site for tendered work before submitting our offer. We will be able to complete the above work within stipulated time as per site conditions.

We further undertake that no extra cost will be claimed by us later-on for any difficulties/ modifications involved during the execution of tendered works. We understand that work is to be executed in an already operational/ functional institute.

**(Signature of the Bidder, with  
Official Seal)**

**BID SECURITY DECLARATION FORM**

Tender/Bid No.:

Date: .....

To  
The Director  
IUAC, New Delhi

Dear Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We,

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) 28 days after the expiration of the validity of my/our Bid.

Name:

Signed:

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate Seal (where appropriate)

**(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)**



## **Annexure- VII**

### **(Undertaking on a Letter head for not having any dispute / blacklisted)**

I / We (bidder) hereby give an undertaking that:

1. I / We have not been blacklisted / on holiday list / debarred during last three years by any Government Department/Govt. Autonomous Body/Institution, etc.;
2. I/We do not have any dispute with any of the Govt. Departments/ Govt. Autonomous Bodies/Institutions, etc.;
3. I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Departments/ Govt. Autonomous Bodies/ Institutions;
4. I/We have not submitted any fake/forged certificates/ documents and later, if any such 'Certificates/Documents' found to be fake / forged or contains wilful wrong/incorrect information, suitable legal actions may be initiated against me/us/agency and the agencies / bidders shall be debarred from tendering with the Institute.
5. I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the IUAC and the agencies / bidders shall be debarred from tendering with the Institute.

Name & Signature with  
Seal of the Authorized  
Person of the Agency

Place : .....

Date : .....

**Format for Declaration by the Bidder for Code of Integrity & Conflict of Interest**

No: .....

Date :.....

To,  
The Director IUAC  
New Delhi

Sir,

With reference to your Tender No.....dated.....I/We  
hereby declare that we shall abide by the Code of Integrity of Public Procurement as in your  
Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or  
indirectly, with a firm or any of this affiliates which have engaged by the Purchaser to  
provide consulting services for the preparation of the design, specifications, and other  
documents to be used for the procurement of goods to be purchased under this Invitation  
of Bids/Tender.

The details of any previous transgressions of the code of integrity with any entity in any  
country during the last three years or of being debarred by any other Procuring Entity are  
as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of  
transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature  
( Name of the authorized signatory)  
Company Seal

## **Annexure- IX**

**Solvency Certificate** from Bankers of the Company in the following form:

### FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.....(Rupees.....). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the bank

Note:-

- (1) Banker's certificate is issued without any guarantee or responsibility on the bank or any of the officers.
- (2) In the case of partnership firm, certificate should include names of all partners as recorded with the bank.

**Annexure- X****CHECK-LIST FOR PRE-QUALIFICATION BID**

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
1.	Tender Acceptance Letter	
2.	Bid Security Declaration	
3.	Profile of the bidder	
4.	Undertaking on letter head (as per format prescribed in Annexure-VII) along with tender document.	
5.	Technical Specification/Scope of Work	
6.	Self-attested copy of the GSTIN & PAN card issued by the respective authorities.	
7.	Copies of work/supply orders as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
8.	Annual turnover of last three financial years duly certified by the Statutory Auditors.	
9.	OEM Authorization Certificate and Manufacturer's Authorization form	
10.	Declaration for Code of Integrity and Conflict of Interest	
11.	Site Visit Undertaking	
12.	Copy of MSME/NSIC Registration Certificate.	
13.	Solvency Certificate from Bankers of the Company	
14.	Any other documents, if required. Compliance sheet as per annexure III	

Signature of the Bidder.....  
(Name and Address of the Bidder)  
Contact No.....

## Annexure- XI

### Proforma of Bank Guarantee for Performance of the contract in respect of items of work for which the Bidder have quoted low/unworkable rates

Date :.....

The Director,  
Inter University Accelerator Centre  
Aruna Asaf Ali Marg  
New Delhi-110067

Dear Sir/Madam

Name of work: \_\_\_\_\_

#### WHEREAS

The Inter University Accelerator Centre, New Delhi (hereinafter called "the Employer") has invited tenders for ----- (hereinafter referred to as "the work") on the terms and conditions mentioned in the tender documents.

It is one of the precondition of the Employer for awarding the contract that the Bidder shall furnish a performance bank guarantee for sum of ₹...../- (Rupees -----) (hereinafter referred to as "the caution money") for satisfactory execution of those items of works, for which the Bidder have quoted low/unworkable rates (hereinafter referred to as "the low rates items of work".)

M/s. \_\_\_\_\_, (hereinafter called as "the Bidder"), who are our constituents, have tendered for the said work and for award of the work need to submit Performance Bank Guarantee for low rated items and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

#### NOW THIS GUARANTEE WITNESSTH

1. We \_\_\_\_\_ (name of the Scheduled Bank) do hereby agree with and undertake to the Inter University Accelerator Centre, their successors, Assigns that in the event of the Inter University Accelerator Centre coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, 50 we shall on demand by the Inter University Accelerator Centre, pay without demur to the Inter University Accelerator Centre, a sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) or any lower amount that may be demanded by the Inter University Accelerator Centre. Our guarantee shall be treated as equivalent to the Caution Money for satisfactory execution of the low rated items of work for the due performance of the obligations of the Bidder under the said additional

Conditions, provided, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and conform that the sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Inter University Accelerator Centre on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Inter University Accelerator Centre shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Inter University Accelerator Centre within a period of one week, from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Inter University Accelerator Centre under this guarantee shall be independent of the agreement of agreements or other understandings between the Inter University Accelerator Centre and the Bidder.

4. This guarantee shall not be revoked by us without prior consent in writing of the Inter University Accelerator Centre.

5. We hereby further agree that:

(a) Any forbearance or commission on the part of the Inter University Accelerator Centre in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or grating of any time or showing of any indulgence by the Inter University Accelerator Centre to the Bidder or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Bidders of their obligations and in the event of their failure

to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(b) Our liability under these present shall not exceed the sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to six months from \_\_\_\_\_ (date of scheduled completion) provided that if so desired by the Inter University Accelerator Centre, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said herein.

(e) Our liability under this presents will terminate unless these presents are renewed as provided herein above on the \_\_\_\_\_ (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Inter University Accelerator Centre alone is the conclusive proof whichever date is later. Unless a claim or

suit or action is filed against us within six months from that date under clause (d) above or any extended period, all the rights of the Inter University Accelerator Centre against us under this guarantee shall be forfeited and we shall be released and discharged from all-over obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

\_\_\_\_\_  
(Seal of the Scheduled Bank)  
Signature of the Authorised Official  
(Name, designation, date etc.)

**Note - This guarantee will require stamp duty as applicable in the State of \_\_\_\_\_, where it is executed and shall be signed by the official whose signature and authority shall be.**

Tender Ref. No.....

Integrity Pact

Whereas Inter University Accelerator Centre, (IUAC) having its registered office at Aruna Asaf Ali Marg, New Delhi - 110067, India, represented by Director hereinafter referred to as the Buyer and the first party, proposes to procure(Name or category of the Equipment, hereinafter referred to as Stores and / or Services and / or Works.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the Stores and / or Services and / or Works.

2. Whereas the Bidder/ Seller is a private company/public company /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is an Autonomous Body and registered under Societies Act, 1860. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / Services / Works etc of.....and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer NominatedSource/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.



#### 4. Commitments of the Buyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) / Seller(s) the same information and will not provide to any Bidder(s) / Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- iii) The Buyer will exclude from the process all known prejudiced persons.
- iv) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

#### 5. Commitments of the Bidder(s)/Seller(s).

5.1 The Bidder(s)/Seller(s) commit himself / herself to take necessary measures to prevent corruption. He/She commits himself/herself to observe the following principles during his/her participation in the tender process and during the contract execution.

- i) The Bidder(s)/Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- ii) The Bidder(s)/Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission

of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- iii) The Bidder(s)/Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iv) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).
- v) The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## 5.2 Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services and / or Works referred to in this tender / offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund to the buyer, all agency commission payments made by the Seller/Bidder along with interest at the rate of 2% per annum above

LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and BaseRate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

- 6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other government organization in India that could justify Bidder's/ Sellers' exclusion from the tender process.
- 6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

- 8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5 above or in any other form such as to put his/her reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:
- i) To disqualify the Bidder / Seller with the tender process & exclusion from future contracts.
  - ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.
  - iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5.4 any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
  - iv) To encash EMD/Advance Bank Guarantees/Performance Bonds/ Warranty Bonds, etc. which may have been furnished by the

Bidder/Seller to the extent of the undelivered Stores and / or Services and / or Works.

- 8.2 If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- 9.1 If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services and / or Works.
- 9.3 The Seller / Bidder shall also be liable to refund to the Buyer, the Agency Commission / payments made by the Seller / Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors).

10. Independent External Monitor(s)

- 10.1 The Buyer has appointed Independent External Monitor(s) for this Integrity Pact in consultation with the Central Vigilance Commission.
- 10.2 As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitor(s).
- 10.3 The Bidder(s)/Seller(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitor(s).
- 10.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitor(s) for their comments / enquiry.
- 10.5 If the Independent External Monitor(s) need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitor(s).

- 10.6 The report of enquiry, if any, made by the Independent External Monitor(s) shall be submitted to CMD, HAL within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at delhi, India.

12. 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.

13. Integrity Pact Duration

- 13.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 12 months after the last payment under the contract, and for all other unsuccessful Bidders / Sellers within 6 months from date of placement of order / finalization of contract against this tender.

- 13.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by Director, IUAC.

- 13.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

- 14.1 Changes and supplements need to be made in writing. Side agreements have not been made.

- 14.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

- 14.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

- 14.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/ Seller of any success or otherwise in the tendering process

15. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Bidder/Seller) and at \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

BIDDER / SELLER

**Signature:**

**Signature:**

Authorized Signatory

Authorized Signatory

**Date:**

**Date:**

**Stamp:**

**Stamp:**

Witness

Witness

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

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

2. \_\_\_\_\_

2. \_\_\_\_\_

(\*) – Authorized signatory of the company / authorized person who has signed the offer.

<On Organization Letter Head>

**ANNEXURE-XIII**  
**(For Goods/ Services Contracts)**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

**CERTIFICATE**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from \_\_\_\_\_ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfils 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)*

Signature of Bidder/ Agent

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

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

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

Contact No. : \_\_\_\_\_

No. \_\_\_\_\_

Dated: \_\_\_\_\_

**CERTIFICATE**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

**OR (whichever is applicable)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and hereby certify that this bidder is from \_\_\_\_\_ (Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that this bidder fulfils 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)*

Signature of Bidder/ Agent

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

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

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

Contact No. : \_\_\_\_\_



**DECLARATION OF LOCAL CONTENT**

(To be given on Company Letter Head – For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

To,  
 The Director,  
 Inter University Accelerator Centre  
 Aruna Asaf Ali Marg  
 New Delhi- 110 067

Subject: - Declaration of Local Content

Tender Reference No : \_\_\_\_\_

Name of Tender/ Work: \_\_\_\_\_

1. Country of Origin of Goods being offered: \_\_\_\_\_
2. We hereby declare that items offered has \_\_\_\_\_% local content
3. Details of the Location at which the Local Value Addition is made \_\_\_\_\_
4. Details of Local Content

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

***Bidders offering Imported products will fall under the category of Non-Local Suppliers. They cannot claim themselves as Class-I or Class –II Local Suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/ CMC etc. as Local Value Addition.***

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

Yours faithfully,

(Signature of the bidder, with Official Seal)

*Note: Preference shall be given to local suppliers as per revised Public Procurement (Preference to Make in India), Order 2017, No. P-45021/2/2017-PP (B.E-II) dated 16.09.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Declaration of Local Content for the same). The Declaration once submitted in the Technical Bid will be final. Submission of Revised Declaration will NOT be accepted.*