



TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Homi Bhabha Road, Colaba, Mumbai 400 005.

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

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Date: 17.03.2023

**To,
M/s. Quantum Design India Pvt. Ltd.
611, Rupa Solitaire Park
Plot No. A1, Sector 1
Millenium Business Park
Mahape,
Navi Mumbai 400710**

Notice Inviting Tender (One Part Single Quote Tender) for the following items:

Sr. No.	Item Description	Qty
1	High Current Hybrid PSU (standalone on floor) for PPMS-14T Part No.8308-700-02	1 No.
2	PPMS Sample Chamber Assembly; 14T Part No.4078-050-14	1 No.

Tender No.	TIFR/PD/CM22-299/222710
Published on	17.03.2023
Type of Tender	One Part Single Quote Tender
Estimated Cost	Rs. 48,42,346/-
Last date for Submission of Bid	21.03.2023 on or before 14.00 hours
Date of Opening Bids	23.03.2023 on 15.00 Hours

- **Note : Please send quotation by email followed by hard copy so as to reach TIFR on or before 21.03.2023.**

Tender should be submitted in One sealed envelope duly superscribed with the Tender No., Due Date in Bold Letters.

Please see attached sheet for conditions of tender.

**Director
TIFR, Mumbai**

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

(Deemed University)

HOMI BHABHA ROAD, COLABA, MUMBAI – 400 005

(PURCHASE SECTION)

Terms and Conditions

1. The bidder must submit Original Manufactures (OEM) /Authorized Dealers/Authorized Distributors/Subsidiary Indian Company of the OEM /Indian Agent on behalf of the Foreign Manufacturer or Principals of the tendered equipment as per **Annexure - 2** attached.
2. **The preference to Class “1” and Class “2” Suppliers as prescribed in “Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP” (OM No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020 shall be extended to the local suppliers. Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure-4 attached with the tender document.**
3. **Requirement of Registration of Bidders**
 - 3.1 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per order issued by the Government of India (Order No. F.No.6/18/2019-PPD) dated 23rd July, 2020.
 - 3.2 “Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - 3.3 Necessary certificate/Undertaking to be submitted as per the **Annexure - 5** attached.
4. The quotation shall be submitted in one sealed envelope duly superscribed with the tender enquiry number, and the due date in bold letters, addressed to the Admn. Officer (Purchase), Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba, Mumbai – 400005. The envelopes should be clearly marked on top as the Tender Enquiry No., Due Date in bold letters. The sealed envelope has to be delivered by hand/courier at the Security Gate Officer of TIFR on or before on the due date specified. Tenders submitted after last date will not be considered.
5. After downloading the documents please inform your company details such as name, address, telephone nos., contact person and email address etc. by email to us. (deepak.baghele@tifr.res.in, akshata@tifr.res.in, bhavana.g@tifr.res.in) to enable us to inform prospective bidder for any corrigendum/changes if any; in the Tender document before due date.
6. Quotations must be valid for a period of 90 days from the due date.
7. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
8. Tenderer should sign on all the pages of the tender.

9. The price quoted for Import item must be on one of the following basis:

For local item /supply, offer should be on FOR basis (i.e. total landed cost for delivery at TIFR, Mumbai).

The dimension of the item (viz. H, W, L, weight etc.) shall be specifically stated and also mention whether the mode of shipping the item is Airworthiness / Seaworthiness or both. Accordingly, the mode of shipment will be decided by TIFR.

Price must be quoted in the Price Bid Format attached herewith

10. Tenders who do not comply with any of the condition are liable to be rejected.

11. The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.

12. TIFR reserves the right to place the order for part/reduced quantity than what is specified in the tender.

13. Warranty

13.3 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from manufacturing, design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site.**

13.4 This warranty shall remain valid (**As stated in technical specifications**) after the Goods or any portion thereof as the case may be, have been delivered, installed & commissioned and accepted at the final destination indicated in the Contract.

13.5 Warranty period shall be (**As stated in technical specifications**) from date of successful installation of equipment. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier's discretion shall apply making such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at supplier own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**

13.6 **If during the period of warranty any component or spare part is needed to be imported, all associated cost for replacement shall be borne by the supplier including the cost of customs duty, customs clearance charges etc.**

14. PAYMENT TERMS:

In case of Local Supply, the Payment Term Will be net 30 days against submission of **“Performance Bank Guarantee” or “Standby Letter of Credit”** for an amount equivalent to **3%** of the Purchase Order Value. The PBG or **“Standby Letter of Credit”** shall be valid for a period of **60 days** beyond the date of warranty period.

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

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

15. TIFR is exempted from paying of Custom Duty under the notification No.51/96 dated 23.07.1996, for all procurements/supply meant exclusively for Educational, scientific and research purpose. Whenever the exemption certificate not honoured by the authorities, the applicable duty will have to be paid. Hence Custom duties, if any, should be shown separately. The offer should be submitted after fully considering the above notification.

16. The delivery period should be 09 Months and earlier delivery may be preferred.

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

A) A Money (EMD) for **Rs. 96,847/-** (for Indian Supplier) has to be deposited in the form of Demand Draft, Fixed Deposit Receipt, Bankers cheque or through online transfer through bank (Bank details to be provided on demand) in favour of Registrar, Tata Institute of Fundamental Research, Mumbai to be enclosed along with the Bid.

Also, in lieu of the above, the bidder can submit EMD in the form of “Bid Securing Declaration” as per the attached format (Annexure-1). The declaration should be submitted on the company letter head duly signed by officer authorized to submit the bid.

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

B) Micro and Small Enterprises (MSEs):

- a) Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).
- b) The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
- c) The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits

available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

18. Bidders who have not accepted the job/order offered to them or withdraw from the tender process or whose EMD/Security deposit has been forfeited in the past will not be considered for this tender.

19. The Supplier shall arrange to supply the ordered materials within the mutually agreed delivery period mentioned in the order unless extended with/without penalty.

- In case of delay in supply on part of the supplier, a penalty @0.5% per week of order value will be charged for delayed period subject to a maximum of 10% order value.
- If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the TIFR, Mumbai shall have the right to cancel the contract / purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
- The same rate of penalty shall be applicable for late installation of the equipment/instrument also.

20. COMMENCEMENT OF WARRANTY PERIOD: The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation / commissioning / demonstration at the project site.

21. Supplier Integrity

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

21.4 Integrity Pact as provided at **Annexure – 6** to be signed by the supplier and buyer in due compliance with the terms of the contract. Any violation of the integrity pact will result into action against the defaulting party as provided under the pact.

22. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer.

23. OBSERVANCE OF LOCAL LAWS: Wherever applicable (particularly for Local vendors), the vendor / contractor shall comply with all law, statutory rules & regulations etc. The vendor/contractor shall obtain all necessary permits / approval from the local Governing Body, Police, and other concerned Authorities as may be required under law. The vendor /contractor shall pay all types of taxes, fees, license charges, deposits, duties, tolls, royalty or other charges that may be liveable on account of any the operations connected with the execution of this work/ contract.

24. In case of any interpretational issues arises in this tender, the interpretation/decision of TIFR shall be final and binding on the bidder.

25. It is the responsibility of the vendor to make sure that the system being proposed can be exported to India with TIFR as the end user. All clarificatory documentation must be submitted with the Bid.
26. TIFR reserves the right to ask for or to provide any clarification, changes after the release of this tender. Any changes or clarifications provided by TIFR may be checked at TIFR website: **www.tifr.res.in/tenders**

ADMINISTRATIVE OFFICER
(PURCHASE SECTION)

TECHNICAL SPECIFICATIONS

Sr. No.	Technical Specification	UOM	Qty
1	High Current Hybrid PSU (standalone on floor) for PPMS-14T Part No.8308-700-02	No	01
2	PPMS Sample Chamber Assembly; 14T Part No.4078-050-14	No	01

TIFR Enquiry No. & Date: _____

Due date: _____

Bidder's Quotation Ref No. & Date: _____

Financial Bid

Financial Bid (Bidders must quote their rates using this Format)

Sr. No.	Item Description as per the Tender/Inquiry	Make /Brand / Type	HSN Code (Mandatory)	Rate per unit	Qty	Basic Cost of main item INR
1	High Current Hybrid PSU (standalone on floor) for PPMS-14T Part No.8308-700-02				01 No	
2	PPMS Sample Chamber Assembly; 14T Part No.4078-050-14				01 No	
	GST					()
	Total Cost =					

Note:

- All the column should be appropriately filled and not left blank
- Do not include any other charges, taxes, duties etc. in the Basic Cost of the item,
- Any accessories, optional items should be shown separately using above format.
- Use separate sheet for detail description, specification of the item, but prices should be quoted in same format.
- Prices quoted in Indian Currency should be on F.O.R. basis and mentioned separately using different table format showing all the applicable taxes/Duties like SGST, CGST, IGST, Freight & Transportation charges and installation charges etc.
- TIFR being educational & research institute, discounted price shall be offered.

Signature of the Bidder

Name, Address, contact no _____

& Email id of the _____

Bidder/company _____

With company's stamp or seal _____

Date: _____

Place: _____

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

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

Name and Signature
of Authorized Signatory
and Company Seal

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Date: _____

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

Dear Sir:

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

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

We hereby extend our full guarantee and warranty as per Clause 15 of the special terms and conditions for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

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

Certificate for Local Content

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

OR

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

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

1.....

2.....

3.....

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

- Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Certificate of Registration

No. _____

Date: _____

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

Dear Sir:

I/We _____ who are established and reputed manufacturers/bidders of _____ having factories/works at ____(address) do hereby declare that “I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as per tender clause 3 of Terms and conditions. I/We hereby certify that we the undersign Bidder are not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,

(Name)

(Name of manufacturers/ Bidder)

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

(to be printed on Supplier's letterhead)

INTEGRITY PACT

General

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

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

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

1. Commitments of the BUYER

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

further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS:

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

regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

- 5.1 Performance Guarantee Bond is mandatory.
- 5.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Registrar, TIFR, Mumbai on or before 15 days from the due date of issue of order acknowledgement. The PBG to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 3 % of the purchase order value.
- 5.3 The Performance Guarantee should be established in favour of "The Registrar, TIFR, Mumbai".
- 5.4 PBG to be established through any of the National Banks (whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumbai or any scheduled bank (other than national bank) situated at Mumbai. Bonds issued by cooperative banks will not be accepted.
- 5.5 Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- 5.6 The successful tenderer is entirely responsible for due performance of the contract in

letter and spirit and all other documents referred to in the acceptance of tenders.

- 5.7 The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of Two year or up to warranty period whichever is later from the date of order acknowledge. In case PBG needs extensions up to extension period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
- 5.8 For successful suppliers, if PBG is not submitted within 15 days from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.
- 5.9 No interest shall be payable by the buyer to the Bidder on PBG.

6. Sanctions for Violations

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

- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Indian Institute of Technology Bombay).
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual

relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The Parties hereby sign this Integrity Pact.

BUYER

BIDDER

Registrar, TIFR, Mumbai

Signature with seal

Date & Place:

Date & Place:

Witness Witness

1. _____

1. _____

(Indenter)

2. _____

2. _____