



INSTITUTE OF NANO SCIENCE AND TECHNOLOGY, MOHALI

(An autonomous Research Institute of Department of Science and Technology,

Government of India)

Knowledge City, Sector 81, Mohali – 140306, PUNJAB

Phone No: 0172 – 2297000

Website: www.inst.ac.in

F. No. INST/12(395)/2021-Pur

Date: 14.02.2022

To

NOTICE INVITING E-TENDER

Online tenders are invited on behalf of the Director, INST Mohali in TWO BID SYSTEM for the Supply and installation of “**UV-VIS-NIR Spectrometer with Accessories**” as per technical specification and details given below and BOQ list from the original manufacturer/supplier at CPPP i. e. <https://eprocure.gov.in/eprocure/app>. Tender documents may please be downloaded from the E-procurement portal website <https://eprocure.gov.in/eprocure/app> & Institute website www.inst.ac.in.

Sd/-

Chief Finance and Administrative Officer

NOTE: This is a domestic Tender according to the DPIIT Order dated 15/07/2017 and subsequent amendments to the order for Public Procurement Preference & PROVISION FOR LOCAL SUPPLIERS TOWARDS PREFERENCE TO MAKE IN INDIA. The bidder required to declare on the letter head the percentage of Local content for the quoted instrument and submit with the Technical Bid. Bidder should also give details of the location(s) at which the local value addition is made.



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INSTRUCTIONS

- The Quotation Should be addressed to the Director INST, Mohali.
- The Quantity mentioned in this inquiry shall be deemed to be only approximate and will not in any manner be binding on the Institute.
- Firms will quote separately for each article as per BOQ.
- The rates offered should be FOR Mohali in case of firms situated outside Chandigarh and free delivery at the Institute premises in case of local firms.
- GST: The Institute is not exempted from the payment of GST. The rate (i.e., percentage of taxes applicable should be clearly indicated, wherever chargeable.
- In case of Ex-godown terms the amount of packaging forwarding freight etc. should clearly be indicated by percentage or lump sum amount. Current rate of GST must be mentioned. The institute is exempted from Customs and Excise Duty.
- The delivery period should be specifically stated. Ex-Stock and earlier delivery may be preferred.
- The firms are requested to give detailed description and specifications together with the detailed drawings, printed leaflets and literature of the Article quoted.
- The name of the manufacturers and country of manufacture should also invariably be stated. In the absence of these particulars the quotation is liable for rejection.
- Quotation should have minimum validity of 120 days from the date of opening.
- The rates quoted should be for each item separately otherwise your quotation is liable to be ignored.
- Director has the right to reject to the quotations and to split up the requirements or change any or all the above conditions without assigning any reason.



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NOTICE INVITING TENDER

INST invites online tender from the reputed manufacturers or their authorized dealers so as to reach this office on or before scheduled date and time for the instrument, as per specifications given in the Annexure attached to the Tender form. All offers should be made in English and should be written in both figures and words. Tender forms can be downloaded from the website (www.inst.ac.in) of the Institute.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, INST reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

EQUIPMENTS LIST

S. No.	Item Description	Qty.	Tender Fee	EMD
1	UV-VIS-NIR Spectrometer with Accessories	01	Rs. 590/- (Non-refundable)	Rs. 87,500/-

Critical Date Sections

Sr. No.	Description	Date	Time
1	Tender Publishing Date and time	16 th February, 2022	12:00PM
2	Tender Document download start Date & Time	16 th February, 2022	1:00PM
3	Bid Submission start Date & Time	16 th February, 2022	2:00PM
4	Bid Submission End date and Time	15 th March, 2022	2:00PM
5	Tender opening Date and Time	16 th March, 2022	3:00PM

Note: Non-receipt of EMD and Tender Fee will lead to rejection of tender.

Instructions to bidders for submission of Bids

1. The e-tenders are being invited for Supply and installation of **“UV-VIS-NIR Spectrometer with Accessories”** through e-procurement. All the instructions of e-procurement is applicable. Tender must be submitted through e-procurement website only. The bid received in physical mode shall not be considered at all. Detailed



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information regarding the items, application / tender forms, EMD details, specifications, terms and conditions can be downloaded from the following websites www.inst.ac.in or <https://eprocure.gov.in/eprocure/app>

- II. The interested bidders shall submit their tender(s) both Technical bid and financial bid through online mode in <https://eprocure.gov.in/eprocure/app>. The bidders shall upload all the documents as per NIT for Bidders.
- III. Any corrigendum to this tender will be notified through the aforesaid websites only. INST reserves the right to accept or reject any or all the bids without assigning any reason at any stage.
- IV. The Bidder is expected to examine all instructions, eligibility criteria/pre-qualification criteria, forms, terms and conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
- V. Bidders have to submit a EMD and tender fee. Bids received without EMD and tender will not be considered and summarily rejected.
- VI. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Tender or influence the acceptance of the tender by any means will result his tender excluded from consideration.
- VII. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing required documents will be summarily rejected.
- VIII. This office reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for this Office's action.
- IX. Tenderers are requested that, before quoting their rates or filling tender, the tender form may please be read out thoroughly (line by line), otherwise the Competent Authority of this office will not be held responsible for any error/oversight of his own.
- X. Clarification regarding any ambiguity in eligibility criteria may be sought through e-mail at purchase@inst.ac.in.
- XI. Concessional GST is applicable for all the items purchased for Research labs vide Ministry of Finance, notification no. 45/22017 dated 14.11.2017 and 47/2017 dated 14.11.2017.
- XII. Bidder/s quoting in currency other than Indian Rupee (INR) should explicitly mention the currency in which tender quoted wherever applicable in Technical Bid along the tender documents.
- XIII. The online Price BOQ is in INR format. If bidder want to quote other than INR please specify the quoted currency in the technical bid/part and fill the amount in same BOQ.
- XIV. Please bifurcate the price on shipping terms i, e, Ex-works -> FCA/FOB -> CIP/CIF in price BOQ and specify the same in technical bid without price.



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XV. THE INSTITUTE IS EXEMPTED FROM EXCISE AND CUSTOM DUTY under notification no- TU/V/RG-CDE (119 4)/2018 DT.07/09/2018.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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 / TCS / nCode / eMudhra etc.), with their profile.
- 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 DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

- 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) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please 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) 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 formats. Bid documents may be scanned with 100 dpi with black and white option.



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4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign the bid document and upload the required bid documents one by one as indicated in the tender document.
- 3) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (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 online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) 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.
- 5) 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.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 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.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.



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2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

3) Tenderer are advised to follow the instructions provided in the „Instructions to the Tenderer the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

TERMS AND CONDITIONS

Important Conditions of the tender to be abide by the tenderer

1. **Due date:** The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
2. **Opening of the tender:** The offer/bid will be opened by a committee duly constituted for this purpose.
3. **Acceptance/Rejection of bids:** The INST reserves the right to reject any or all offers without assigning any reason.
4. **Tender Fee/EMD:** Tender fee/EMD is to be obtained from the bidders except those who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department. The tenderer should submit Tender Fee/EMD amount as per tender ref. no. through NEFT/RTGS in INST Account. Account Details are as follows:
 - a. Name of Beneficiary: Institute of Nano Science and Technology (INST)
 - b. Account No. **2452201001102**
 - c. Name of Bank: **Canara Bank, Phase 10, Mohali**
 - d. IFS Code: **CNRB0002919**
 - e. MICR Code: **160015003**
 - f. Swift Code: **CNRBINBBFFC**

The details of transaction for EMD/tender fee viz. Name of bidder firm, Tender Description, Transaction ID/No. of Transfer, Transaction date, Amount of Transaction, Name of Bank, Address of Bank shall be furnished by the tenderer on their letterhead separately along with their tender.

5. **Performance Security:** The supplier shall be required to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is equal to the 3% of Purchase value at the time of the installation of the equipment covering warranty period of the equipment and should be kept valid for a period of 60 days beyond the date of completion of warranty period.
6. **REASONABILITY OF PRICES :**

Please quote best minimum prices applicable for a premier Research Institution, **leaving no scope for any further negotiations on prices.** **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they have **not quoted** the same item on lesser rates than those being offered to INST to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later. We request you to fill the price reasonability certificate format in the enclosed file (Annexure "1")

The party must give details of identical or similar equipment, if any, supplied to any CSIR labs/DBT Institutes during last three years along with the final price paid and Performance certificate from them.



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7. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
8. **Risk Purchase Clause:** In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
9. **Packing Instructions:** Each package will be marked on three sides with proper paint/indelible ink, the following:
- i. Item Nomenclature
 - ii. Order/Contract No.
 - iii. Country of Origin of Goods
 - iv. Supplier's Name and Address
 - v. Consignee details
 - vi. Packing list reference number
 - vii.
10. **Delivery of Goods:**
Delivery should be given at **Institute of Nano Science and Technology, Knowledge City, Sector 81, Adjacent to IISER, Mohali - 140306, Punjab** within a maximum of one month's time from the date of placement of purchase order.
11. **Delayed delivery:** If the delivery is not made within the due date for any reason, INST will have the right to impose penalty @ 0.5% per week and the maximum deduction is 10% of the contract value / price.
12. **Prices:** The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated. The price should be quoted without custom duty and excise duty, since INST is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand. **(Please refer Annexure – 2 for the price to be quoted).**
13. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.
- i. **Purchaser:** The Director,
Institute of Nano Science and Technology,
Knowledge City, Sector 81, Adjacent to IISER, Mohali – 140306, Punjab
 - ii. **Supplier:** (To be filled in by the supplier)
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14. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall be as follows:
- In case of Dispute or difference arising between the Purchaser and the supplier relating to any matter arising out of or connected with this contract, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Institute of Nano Science and Technology (INST) Mohali and if he is unable or unwilling to act, to some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
15. **Applicable Law:** The place of jurisdiction would be Mohali (Punjab) INDIA.
16. **Right to Use Defective Goods**
If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.
17. **Training**
The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
18. **Installation & Demonstration**
The supplier is required to do the installation and demonstration of the equipment within one month of the arrival of materials at the INST site of installation, otherwise the penalty clause will be the same as per the supply of materials.
19. **Warranty:** Minimum Three Years Warranty shall have to be provided by the firm. The Warranty should be comprehensive on site.
- Note: If the OEM warranty is for 12 Months, additional extended warranty of 24 months should be quoted separately with or without price.**
20. **AMC:** Bidder_quote for AMC (non-comprehensive) for next 5years after expiry of warranty period.
21. **Taxes and Duties**
Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
22. **Payment:** 100% payment shall be made by the Purchaser after delivery, inspection, successful installation, commissioning and acceptance of the equipment at INST in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 8 of tender terms and conditions.
23. **User list:** Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.
24. **Manuals and Drawings**
- Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
 - The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.



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- Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
25. **Site Preparation:** The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.
The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.
26. **Acknowledgement:** It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

SIGNATURE OF TENDERER
ALONG WITH SEAL OF THE COMPANY WITH DATE



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BID PARTICULARS

1. Name of the Supplier :
2. Address of the Supplier :
3. Availability of demonstration of equipment : Yes / No
4. Tender cost enclosed: : Yes/No if yes
5. Online EMD submission information enclosed : Yes / No if Yes

Transaction ID/No. of Transfer_____

Transaction date: _____

Amount of Transaction_____

Name of Bank_____

Address of Bank_____

6. Name and address of the Officer/contact person to whom all references shall be made regarding this tender enquiry

Name:

Address:

Ph:

Fax:

Mobile:

Email:

Web:



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Compliance statement for the tender specifications

Tender Ref No.: **INST/12(395)/2021-Pur**

S.No.	Check list of documents/Undertakings	Yes/No	Remarks (give explanation if the answer is No)
1.	Is EMD details attached/Bid Security declaration as per annexure-3? (if applicable)		
2.	Is the bidder original equipment manufacturer (OEM)/authorised dealer?		
3.	If authorised dealer, recent dated certificate to this effect from OEM, attached or not?		
4.	Undertaking from OEM regarding technical support & extended warranty period		
5.	Validity of 120 days or not?		
6.	Price Reasonability Certificate enclosed as per format??		
7.	Undertaking from bidder regarding acceptance of tender terms & conditions		
8.	Whether list of reputed users (along with telephone numbers of contact persons) for the past three years specific to the instrument attached?		
9.	Does the instrument comply with all the specifications detailed? Attach a separate sheet showing compliance with the specifications and explanations thereto if the equipment varies from the requested specifications.		
10.	Whether free Installation, Commissioning and Application Training offered?		
11.	Whether comprehensive onsite warranty offered?		
12.	Whether Annual maintenance after expiry of comprehensive onsite warranty quoted separately?		
13.	Whether free of cost shifting of instrument from transit campus to main campus offered?		



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Annexure – 1

PRICE REASONABILITY CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ .

We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to INST to any other customer nor we will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer



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Annexure 2

Local Content Certificate (To be submitted in Technical bid envelop)

This is to certify that the %age of Local content for the quoted tendered item is_____.

Seal and signature of the tenderer

Note:

1. As per revised Public Procurement order 2017 D.O. No. P – 45021/2/2017-PP(BE-II) dated June 4, 2020 Local content means Amount of value added in India which shall be total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item(including all customs duties)as a proportion of the total value, in percent.



Format of the Integrity Pact

INTEGRITY PACT

Between

Institute of Nano Science and Technology (INST) hereinafter referred to as “The Principal”.

Andherein referred to as “The Bidder / Contractor.”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal 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 Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, 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.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.



Section 2 – Commitments of the Bidder(s)/Contractor(s)

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

(a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal'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 of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders 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.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any.

Similarly the

Bidder(s)//Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).

Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future

Contracts If the Bidder(s)/Contractor(s), before award or during execution has

committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex -"B".



Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Sub contractors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the THE DIRECTOR, INST. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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 is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an



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impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the THE DIRECTOR, INST within 30 days from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Director, INST.
- (8) If the Monitor has reported to the THE DIRECTOR, INST, a substantiated suspicion of an offence under relevant IPC/PC Act, and the THE DIRECTOR, INST has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by THE DIRECTOR, INST.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. Mohali, Punjab.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



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

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1:

(Name & Address): _____



Technical Specification (UV-Vis-NIR Spectrometer)

Feature Requirements:

- 1. Principle:** True double beam system with double monochromator with **inbuilt three detectors** for ultra-high UV/Vis/NIR performance. System should have ultra-low stray light, ratio recording which should work in Transmission, Reflection and Absorption mode.
2. System should have separate sample compartment for specialized accessories to double the flexibility for customized applications
- 3. Grating: UV Vis** – min 1200 lines/mm UV/Vis blazed at 240 nm, min NIR - 300 lines/mm NIR blazed at 1100 nm
4. **Wavelength range:** 175 - 3300 nm or better
5. **Baseline flatness:** ± 0.0008 Abs (without smoothing) or better
6. **Wavelength accuracy:** UV-visible within ± 0.08 nm or better, Near IR- within ± 0.3 nm Or better
7. **Wavelength reproducibility:** Within ± 0.01 nm in visible range or better, ± 0.04 nm in NIR range or better
8. **Spectral Bandwidth:** 0.05–5.00 nm (UV-vis.); 0.04–20 nm (NIR)
9. **Resolution:** ≤ 0.05 nm in UV-vis. and ≤ 0.2 nm in NIR range ~~or better~~
10. **Photometric range (Abs):** At least 8 Abs for UV-VIS-NIR or better
11. **Photometric accuracy:** At 0.5 Abs ≤ 0.002 Abs, At 1.0 ABS ≤ 0.003 ABS or better using NIST traceable filters
12. **Photometric Linearity :** at 2 Abs ; ± 0.005 Abs (UVS) and ± 0.005 Abs (NIR) or better
13. **Photometric Noise:** Within 0.0001 Abs (0 Abs, 190 nm), within 0.00002 Abs (0 Abs & 1500 nm), < 0.00010 abs (2 Abs and 1500 nm InGaAs)
14. **Light sources:** Should cover min 175-3300 nm range or better using Deuterium and Tungsten Halogen lamp or any other suitable lamp. Software selectable switchover of lamps from UV to Visible range (280nm to 393nm).

-
15. **Stray light (%Transmittance):** ≤ 0.00007 (At 220 nm, NaI ASTM method), ≤ 0.00007 (At 370 nm, NaNO₂ ASTM method), $\leq 0.0004\%$ (At 1420nm, H₂O 1 cm path length), $\leq 0.0005\%$ (At 2365nm, CHCl₃ 1 cm path length)
16. **Detector:** High performance gridless **Photomultiplier detector** / Peltier-Cooled PbS & wide band InGaAs.
17. **Software:** Lifetime free of cost software that should have data acquisition modes for Spectrum, Kinetics & photometrics. Software should have multitasking options with all spectral & mathematical functions. Upgraded software whenever available should be provided free of cost for 10 years.
18. **Sampling Flexibility:** System should have capability to accommodate wide range of accessories like Integrating sphere, automated variable angle specular reflectance, gas sampling cells, fiber optic probe.
19. **Warranty** Minimum 36 months from the date of Installation. The manufacturer must provide after sales support.
- 20. Accessories:**
- Integrating sphere** of 100 mm or better diameter with PbS detector for measurement of diffuse reflectance/ diffuse transmittance of solid, thin films and powder for UV-vis and NIR wavelength range. Necessary sample holders should be included.
 - Compatible computer workstation: *A suitable branded All-in-one desktop Computer for system control & data acquisition should be offered with the system. It should have following minimum specs: CPU Intel Core i7, RAM 8 GB RAM, HDD 1 TB, GPU DirectX 9.0c compliant display adapter with 1GB RAM, DVD writer: one; Operating system: Windows 10 + MS office home & student 2016; WLAN; Wi-Fi and Bluetooth combo; Wireless mouse and keyboard. Laser B/W printer & 3KVA suitable capacity Online UPS with 1 Hr Backup for Instrument.*
 - Cuvettes:** 10mm quartz cuvettes with Lid for complete UV/Vis/NIR range 2 pair should be supplied.
 - Two pairs of 3.5 mL 10 mm quartz cuvettes for NIR range.
 - 1 pair of Quartz Cells of <1 ml capacity and 1 mm path-length for UV VIS & NIR Range to be used in the same cell holder.



-
- f) Solid sample transmission Holder: Solid sample transmission holder for thin Film/solid samples.
- g) Thin layer quartz glass spectro-electrochemical cell kit with Platinum gauze working electrode, Ag/AgCl reference with flexible wire connector (3 Nos) & Auxiliary electrode Ag/Ag⁺ non-aqueous, Teflon cap & chemically inert purge tube for the whole UV-Vis-NIR range of 175-3300 nm measurement.
- h) Electrochemical cell for in situ optical analysis: An electrochemical cell for in-situ optical analysis, compatible with UV-vis and other spectroscopy.
- i) The source lamp intensity should be consistent throughout the life. Life should be 1500 lamp hours or better. If not, spare lamps should be quoted.
- j) 03 Additional UV-vis Software genuine licenses for data analysis.

21. Additional necessary requirements:

- Installation and Commissioning: An estimated time schedule for installation, commissioning and training must be provided with free of cost.
- Catalogues related to quoted machine should be enclosed in the offer. Dimensions of equipment, weight and space requirements should be submitted in technical offer.
- Pre-installation requirements should be furnished. Hard copy of all the operational manuals related to the system has to be provided while supplying the system.
- The compliance statement should include sufficient details in support of the claim against each of the desired specifications. Just mentioning ‘complied’ against the desired specification will not lead to qualification.
- Upgrades / Option items should also be quoted with description
- Company must have a direct service support in India along with ready availability of minimum essential spare parts in the next 10 years after installation.



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22. Other optional accessories:

Peltier Accessories (Sample & reference): Software controlled Peltier accessories for sample & reference (0-100 °C or better) with Temperature probe, Pump/fluid circulator & software.