

NOTICE INVITING TENDER

I-HUB QUANTUM TECHNOLOGY FOUNDATION, IISER, PUNE

First Floor, Main Academic Building, IISER Campus, Dr Homi Bhabha Rd, 411008

Tel: 020-25908647 Email: qtf_purchase@quantech.org.in Website: www.quantech.org.in

Tender Ref. No: **I-HUBQTF/PUR/22-23/012**

Date: **29/09/2023**

I-HUB Quantum Technology Foundation, IISER Pune invites quotations in single bid for the following.

Brief Details of Tender:

Item Description	Quantity	Estimate Cost of Tender in Rs.
1. Pine Paul Ion Trap Assembly as per Chapter 4	01 set	150 Lakhs

Category of Suppliers invited for this Tender:

Class I local Supplier – has local content equal to more than 50%

Class II local Supplier – has local content more than 20% but less than 50%

Non-Local Supplier – has local content less than or equal to 20%

Critical Dates of Tender:

Sr.No	Particulars	Date	Time
1	Date of Publication/Download of Tender	29/09/2023	18:00 Hrs.
2	Bid Submission Start Date	29/09/2023	18:30 Hrs.
3	Bid Submission Close Date	18/10/2023	15:00 Hrs.
4	Opening of Bids	19/10/2023	15:30 Hrs.

TABLE OF CONTENTS

NOTICE INVITING TENDER.....	1
Brief Details of Tender:.....	1
Critical Dates of Tender:.....	1
TABLE OF CONTENTS	2
CHAPTER 1: INVITATION FOR BIDS.....	4
1. I-HUB QTF, IISER Pune invites bids in single bid system for: Pine Paul Ion Trap Assembly	4
2. Purchase Committee	4
4. Comparison of Responsive bids:	5
5. Bid Evaluation.....	5
6. Fall clause	6
CHAPTER 2: INSTRUCTIONS TO BIDDERS	7
1. Techno-Commercial Bid	7
2. Delivery Period / Timeliness	7
3. Locations for the Supply / Services.....	7
4. Eligible Bidders.....	7
5. Amendment of Bidding Documents.....	8
6. Preparation of Bids - Period of validity of bids.....	8
7. Award of Contract - Award Criteria	8
8. Purchaser's Right to vary Quantities at the time of Award	8
9. Corrupt or Fraudulent Practices.....	8
10. Interpretation of the clauses in the Tender Document / Contract Document	8
CHAPTER 3: CONDITIONS OF CONTRACT	9
1. Price	9
2. Services.....	9
3. Delivery Schedule.....	9
4. Warranty / Support	9
5. Indemnity.....	10
6. Freight & Insurance	10
7. Security Deposit	10
8. Payment Terms	10
9. Penalty for delayed Services / LD.....	11
10. Comparison of Bids	11
11. Requirement of Registration: Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23 July 2020.....	11

12. Jurisdiction	12
13. Force Majeure	12
14. Arbitration	12
CHAPTER 4: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS	13
CHAPTER 5: PRICE SCHEDULE	15
PRICE SCHEDULE FOR GOODS - FOREIGN CURRENCY	15
PRICE SCHEDULE FOR GOODS – INR	17
ANNEXURES	18
A: DPIIT CERTIFICATE (ON COMPANY LETTERHEAD)	18
B: PREVIOUS SUPPLY ORDERS FORMAT	19
C: MANUFACTURER’S AUTHORIZATION FORM	20
D: BIDDER INFORMATION FORM	21
E: BLACKLIST CERTIFICATE	22
F: DECLARATION OF LOCAL CONTENT AND AVAILABILITY/COMPLIANCE OF EQUIPMENT	23
G: BID SECURITY DECLARATION	24
H: FALL CLAUSE	25
L: PRE-CONTRACT INTEGRITY PACT	27
IMPORTANT NOTICE	33
CHECKLIST FOR BIDDERS	34

CHAPTER 1: INVITATION FOR BIDS

1. I-HUB QTF, IISER Pune invites bids in single bid system for: Pine Paul Ion Trap Assembly

- i. The Technical specifications are given in [Chapter 4: Schedule of Requirements, Specifications and Allied Technical Details](#).
- ii. Quotation should be SEALED and mention the ENQUIRY NO: DATE and DUE DATE on the envelope and reach on or before the due date on following mentioned address:

**I-HUB Quantum Technology Foundation, IISER Pune,
First Floor, Main Academic Building, IISER Campus,
Dr Homi Bhabha Rd, Pashan, Pune 411008.**

Tel: 020-25908647 Email: qtf_purchase@quantech.org.in Website: www.quantech.org.in

- iii. Supply means: "Supply, Installation & Commissioning".
- iv. Submission of Bid: As per mentioned under [Critical Dates of Tender](#).
- v. The Offer should comprise of the following:
 - a. The offer should be complete to indicate that all products and services asked for are quoted.
 - b. The purpose of certain specific conditions is to get or procure best Equipment/service etc. for I-HUB QTF, IISER Pune. The decision of Purchase Committee shall be the guiding factor for selection of the responsive firms.
 - c. Duly filled in Bid with proper seal and signature on each page of the bid should be submitted and accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature / Brochures with warranty Terms.
 - d. Agreements / Purchase Orders and Completion certificates if any, for similar works in other Institutes, the details of such supplies for the preceding 3 years should be given together with the prices eventually or finally paid.
 - e. Copy of GST No. and PAN Number allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of NSIC registration wherever it is applicable should also be provided in bid.
 - f. The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
 - g. Compliance sheet with any deviation with reference to the terms and specifications.
 - h. The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate without any problem.
 - i. Duly filled in checklist should be submitted along with tender.
 - j. The Bidders are requested to quote for Educational Institutional Price for Equipment's, since we are eligible for the same

Note: I-HUB QTF, IISER Pune is requesting only Single Bid (Technical Specification and Price together). Bidders must be extremely careful about the requirement mentioned in the tender and submit their quotes accordingly. Any shortfalls found during the tender evaluation such bids will be rejected without seeking any further clarifications from the bidders. Since it is a single bid any further clarification will cause/draw objections from other bidders.

- vi. All the bidders should quote their offer as per [Chapter 5: Price Schedule for uniformity](#).

2. Purchase Committee

The Purchase Committee will evaluate the tenders and may also nominate some external/expert members, in the interest of I-HUB QTF, IISER Pune.

3. Terms of the Purchase Committee

- i. A committee duly constituted by the Project Director, I-HUB QTF, IISER Pune will go through the bids and recommend firms that are meeting all the specifications of the Tender. The recommendation/decision of the purchase committee is the final and binding on all the parties.
- ii. Purchase Committee will proceed through Bids as defined in [Chapter 4 \(Schedule of requirements, specifications and allied technical details\)](#), in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, I-HUB QTF, IISER Pune will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.
- iii. The purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of I-HUB QTF, IISER Pune.

4. Comparison of Responsive bids:

- i. After opening the bids, the responsive offers will be tabulated with reference to the specification.
- ii. After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order subject to availability of funds.

5. Bid Evaluation

Based on results of the Technical evaluation, I-HUB QTF, IISER Pune evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

- i. I-HUB QTF, IISER Pune shall correct arithmetical errors on the following basis:
 - a. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c. If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- ii. Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.
- iii. The bids shall be evaluated on the basis of final landing cost as per format given in Price Schedule in case of import / indigenous items.
- iv. The comparison between the indigenous and the foreign offers shall be made on F.O.R. destination basis and CIF/CIP basis respectively. However the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under :
 - Towards customs duty and other statutory levies-as per applicable rates.
 - Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.
- v. Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.
- vi. The Vague terms like “packing, forwarding, transportation.. etc. Extra” without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected.

- vii. After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.

6. Fall clause

The commercial offer shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the currency of the contract.

- i. Three Purchase orders should be attach (preferably from the Govt. organizations) for whom similar supply has been made by the bidder in last three years.
- ii. No request for extension of due date will be considered under any circumstances.
- iii. No sub-contracting is allowed with regard to installation, warranty maintenance and after sales service.
- iv. The Project Director, I-HUB QTF, IISER Pune reserves the right to accept the offer/tender in full or in parts or reject summarily or partly.

CHAPTER 2: INSTRUCTIONS TO BIDDERS

1. Techno-Commercial Bid

The techno commercial bid shall contain following documents:

- i. Certificate by Bidder- DPIIT Registration as per **Annexure-A**
- ii. Previous Supply Order Format as per **Annexure-‘B’** along with at least three previous P.O.
- iii. Manufacturer’s Authorization Form as per **Annexure-‘C’**
- iv. Bidder Information form as per **Annexure-‘D’**
- v. Blacklist certificate as per **Annexure-‘E’**
- vi. Local Content Declaration (with detailed item-wise breakup) by the bidder as per **Annexure –‘F’** that the items offered meet the local/non local content requirement in pursuance of public procurement preference to make in India, order 2017 (please tick appropriate option).
- vii. Bid Security Declaration as per **Annexure ‘G’**
- viii. Fall Clause Statement as per **Annexure –‘H’**
- ix. Pre-contract Integrity Pact as per **Annexure –‘L’**
- x. List of deliverables as per [Chapter- 4](#) with Technical Compliance Sheet and Datasheet.
- xi. Technical literature/leaflets and complete specifications of quoted model(s).
- xii. Price bid along with bill of material and commercial terms & conditions.
- xiii. Copy of GST/ PAN No. and TIN No. allotted by the concerned authorities.
- xiv. Undertaking that the “Successful Bidder” agrees to give a Security Deposit amounting to 10% of the Purchase Order value by way of Demand Draft/Performance Bank Guarantee Security Deposit in favor of I-HUB Quantum Technology Foundation. (Any further changes in the rate of Performance Security will be considered as per government norms.)
- xv. Tender Terms & Conditions Acceptance signed with official seal.
- xvi. Delivery Period, Warranty information and Payment terms to be specified.

2. Delivery Period / Timeliness

The deliveries & installation must be completed **within 180 days**, after placement of purchase order/after opening of LC. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as are tightly linked to I-HUB QTF, IISER Pune’s plans of completing the project within the time frame.

3. Locations for the Supply / Services

The supply and installation of the item covered by this document is required to be done at I-HUB QTF, IISER Pune.

4. Eligible Bidders

- i. I-HUB QTF, IISER Pune reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.
- ii. Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- iii. Bidders should QUOTE strictly in accordance with the requirements.

- iv. Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- v. Based on the list of installations provided by the bidder, I-HUB QTF, IISER will have its option to obtain details of the installations, their performance, after sales services etc. for evaluation of the tender, directly from the concerned organizations.
- vi. Firms which have already supplied to I-HUB QTF, IISER and have not completed required installation/after sales service/warranty replacements etc. such firms' offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
- vii. Conditional Offers will not be considered.
- viii. I-HUB QTF, IISER Pune will not provide any accommodation/transportation for the engineers/representatives for attending installation. It is the absolute responsibility of the supplier to make their own arrangements.
- ix. The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.

5. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, I-HUB QTF, IISER Pune may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document.

6. Preparation of Bids - Period of validity of bids

- i. Bids shall be valid for a period of **180 days** from the date of opening the bid.
- ii. I-HUB QTF, IISER Pune may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

7. Award of Contract - Award Criteria

- i. I-HUB QTF, IISER Pune shall award the contract to the technically eligible lowest bidder.
- ii. If more than one bidder happens to quote the same lowest price, I-HUB QTF, IISER Pune reserves the right to award the contract to more than one bidder or any bidder.

8. Purchaser's Right to vary Quantities at the time of Award

I-HUB QTF, IISER Pune reserves the right at the time of award of Contract to increase or decrease quantity of items specified in [Chapter 4](#) without any change in unit price or other terms and conditions.

9. Corrupt or Fraudulent Practices

I-HUB QTF, IISER Pune requires that the bidders who wish to bid for this project have highest standards of ethics.

- i. I-HUB QTF, IISER Pune 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.
- ii. I-HUB QTF, IISER Pune 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

10. 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, Project Director, I-HUB QTF, IISER Pune's interpretation of clauses shall be final, binding on all parties.

CHAPTER 3: CONDITIONS OF CONTRACT

1. Price

i. For Goods manufactured in India - Bidders Quoting in Indian Rupees (INR)

- a. The price of the goods must be as per the BoQ.
- b. The price mentioned in BoQ must be inclusive of transportation, Insurance, loading and unloading and any other local service required for delivering the goods for the desired destination as decided by I-HUB QTF, IISER Pune. Loading and unloading is strictly in vendor scope. I-HUB QTF, IISER Pune will not provide any manpower support towards same.
- c. The installation, commissioning and training charges (If any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.
- d. I-HUB QTF, IISER Pune will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.
- e. Unloading of the goods at I-HUB QTF, IISER Pune is strictly in the scope of the bidder, no manpower will be provided by I-HUB QTF, IISER Pune.

ii. For Goods manufactured Abroad - Bidders Quoting in Foreign Currency

- a. Mode of shipment must be clearly mention in the BoQ viz Ex-works, FCA, FOB, CIP, DDP etc.
- b. Courier mode of shipments will not be acceptable. The Shipments must be dispatched under Cargo Mode only.
- c. Any financial implication leading to change of mode of shipment or any deviation from the bid submitted shall be borne by the bidder.
- d. The charges towards insurance and transportation of the goods and agency commission must be clearly mentioned.
- e. The installation, commissioning and training charges (If any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.

2. Services

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

3. Delivery Schedule

- i. The bidders may please note that the delivery of the system should be strictly **within 180 days** from the date of placement of firm order/after opening of LC.
- ii. Goods should not be dispatched until the Vendor receives a firm order.

4. Warranty / Support

- i. The items covered by the schedule of requirement shall carry minimum **24 months of comprehensive warranty** from the date of acceptance of the equipment by I-HUB QTF, IISER Pune. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 7 working days. The comprehensive warranty includes onsite warranty with parts.

- ii. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, GST duties if any should be borne by the contractor/supplier. A clear confirmation should be given for this item.
- iii. The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- iv. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

5. Indemnity

The vendor shall indemnify, protect and save I-HUB QTF, IISER Pune 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.

6. Freight & Insurance

The equipment's to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at I-HUB QTF, IISER Pune site.

7. Security Deposit

After the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the purchase order value in the form of Performance Bank Guarantee by any Indian Nationalized Bank favoring "I-HUB Quantum Technology Foundation". The Security Deposit should be valid for a period of warranty period as we plan to extend the same as Performance Bank Guarantee. Any further change in the rate of Performance Security will be considered as per government norms.

8. Payment Terms

- i. **No advance payments are allowed under any circumstances.**
- ii. **Indigenous**

Payment will be made within 30 days from the I-HUB QTF Finance Department directly to the suppliers by RTGS/NEFT/ANY OTHER DIGITAL MODES after receipt of the goods, tested /inspected and found satisfactory with regard to quality, quantity, and specifications ordered for and after satisfying that the terms and conditions of supply have been fulfilled as per the P.O./W.O.

- iii. **Import**

Letter of Credit will be established for 100% order value excluding the Agency Commission due to the Indian Agents, 90% payment shall be made by against the presentation of original Shipping documents. Balance 10% will be released after completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training and upon receipt of Bank Guarantee for 10% of total Order value towards performance security to be valid for till warranty period from the date of installation. Any further change in the rate of Performance Security will be considered as per government norms.

- iv. OR By Wire Transfer for 100% of the Purchase Order value on receipt of goods and completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training and on submission of 10% Security Deposit/PBG valid till warranty period. Any further change in the rate of Performance Security will be considered as per government norms.
- v. The payment of local currency portion shall be payable in equivalent Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.
- vi. The Agency Commission to the Indian Agent will be paid in INR only after successful installation, commissioning and satisfactory demonstration and acceptance of items ordered for by the end user.

9. Penalty for delayed Services / LD

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

10. Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid.

Public Procurement (Preference to Make in India), Order 2017: I-HUB QTF, IISER Pune is following and abiding with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and 4th June, 2020 and subsequent amendments to the order. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

- i. I-HUB QTF, IISER Pune shall compare all substantially responsive bids to determine the lowest evaluated bid. This Company is following and abiding with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.
- ii. As per the above order and its subsequent amendments “Local Content” means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.
 - a. Class I local Supplier – has local content equal to more than 50%
 - b. Class II local Supplier – has local content more than 20% but less than 50%
 - c. Non–Local Supplier – has local content less than or equal to 20%
- iii. Verification of Local Content: The Class I Local Supplier /Class II Local Supplier/Non Local Supplier at the time of bidding shall be required to indicate the percentage of local content with detailed item-wise breakup about at which location the local value addition is made and provide self-certification that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made, as mentioned above, is mandatory.
- iv. In case of procurement in excess of Rs.10 crores, the suppliers shall be required to provide the certificate from the statutory auditor or cost auditor of the company giving the percentage of local content.
- v. The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.

11. Requirement of Registration: Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23 July 2020

- i. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).

- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order 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. An 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
- iv. For details about registration procedures please visit the above mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates as per Annexure-A for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

12. Jurisdiction

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

13. Force Majeure

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

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

14. Arbitration

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

Sd/-

Project Director
I-HUB QTF, IISER Pune

CHAPTER 4: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

Technical Specifications for Ion trap system for Ca⁺ Ion

Ion trap with the following capabilities:

1. The trap should be a linear Paul ion trap based on a blades types design for maximum optical access and optimum trapping frequencies for minimizing rf micromotion and high fidelity coherent manipulation.
2. The trap should be mounted on the Con-Flat flange, and all necessary electrical connections should be provided outside.
3. The trap should have been characterized thoroughly and matched with the given specifications within mentioned tolerances. A whitepaper/research paper should be supplied along with the bid document in support of the specifications mentioned below
4. A list of end users where the ion trap is installed and working as per specifications

1) Trap Specifications:

- Electrode surface roughness: < 1 - μm , according to ISO 4287:1997
- RF-electrode parallelism: < 0.2 °
- Ion to RF-electrode distance: 0.573 ± 0.02 mm
- RF-electrode length: 4.2 ± 0.05 mm
- Endcap to endcap distance: 4.5 ± 0.05 mm
- The inner diameter of the endcap aperture: 0.5 ± 0.01 mm
- Gold coating thickness: 1.75 ± 0.25 μm

Schematic drawing of the cross-section through the (a) z and y plane and the (b) top view of The Trap with the RF-electrodes (1) and endcap electrodes (4).

2) Electrical Specifications:

- RF-power: < 10 Watt
- RF-frequency: 20 - 30 MHz
- RF-voltage amplitude on RF-electrodes: 800-1000 V
- DC-voltage on RF-electrodes: ± 1000 V
- Endcap voltage: ± 1000 V
- Compensation voltage: ± 1000 V
- Leakage current: < 10 – nA
- Measured Value of capacitance of RF-electrodes including flange feedthrough & wiring: 15-pF

3) Flange Specifications:

- Single pin copper connector - RF connector (2.4mm): 5 kV DC / 55 A
- Single pin copper connector - DC- electrodes (2.4mm): 5 kV DC / 55 A

- Safe High Voltage – 2 inputs Endcap electrodes: 5 kV DC / 3.6 A
- Safe High Voltage - 4 inputs Compensation electrodes: 5 kV DC / 3.6 A
- Push-pull Lemo (type 3B) or equivalent connector for Oven (4pin) female: 1000 V DC, 19 A per pin
- Push-pull Lemo (type 3B) or equivalent connector for Sensor (10pin) female: 500 V DC, 3A per pin

Material specifications of the flange

- Titanium (unplated) Ablation target mount: - 3.7165 (grade 5)
- Stainless steel flange: 1.4429 ESU
- Copper electrical connections: 2.0060 (CW004A)
- Ceramic glass Oven mount parts: Macor/Sapphire/Any other material (whichever is more suitable to meet the specifications)
- Copper wires with Kapton insulation: PT100
- Flange window: Fused Silica

Geometric specifications of the flange

- Size: DN100CF
- Window to ion distance: ≤ 45 mm
- Window thickness: ≤ 3.2 mm
- Window diameter (aperture): 36 mm
- Parallelism: < 10 arc seconds

4) Optical Specifications:

- The numerical aperture (NA) of the optical access from different trap sides.
- Mount side optical access: 0.47 NA(max), 56 degrees (incidence angle), 0.20 NA (circular aperture)
- Imaging and addressing side optical access: 0.50 NA(max), 60 degrees (incidence angle), 0.20 NA (circular aperture)
- Axial direction optical access: 0.06 NA(max), 6.9 degrees (incidence angle), 0.06 NA (circular aperture)
 - Radial direction optical access: 0.30 NA(max), 34.9 degrees (incidence angle), 0.20 NA (circular aperture)
 - Laser portholes optical access: 0.05 NA(max), 5.7 degrees (incidence angle), 0.05 NA (circular aperture)

5) Heating Rate and micromotion parameter of trap:

- Axial ion heating rate: < 10 phonons/s
- Radial ion heating rate: < 10 phonons/s
- Axial micromotion modulation index per distance from the trap center measured with one ion: < 0.01 1/ μm
- Residual axial modulation index at the trap center at 28 MHz RF frequency: < 0.05

CHAPTER 5: PRICE SCHEDULE

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

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

PRICE SCHEDULE FOR GOODS - FOREIGN CURRENCY

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6		7		8		9
SI No	Item Description	HSN Code	Unit	Qty	Unit Price		Total price		Charges for Insurance & transportation to port/ place of destination		Total Price
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF
1											
2											
3											

Total Bid price in foreign Currency _____ in words.

Signature of Bidder :

Name :

Business Address :

Note:

The Bidder may add rows as per requirement to include the prices of all Components/Parts, Warranties, Installation etc. whichever applicable.

- (a) Indian agents name & address _____
- (b) Installation, commissioning & training charges, if any _____
- (c) Cost of Spares _____
- (d) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents.
- (e) The cost of optional items shall be indicated separately.

PRICE SCHEDULE FOR GOODS – INR

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description	Country of Origin	Qty	Unit	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid)	Total price	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Company	Installation, Commissioning & training charges, if any.	Gross Total(FOR)
						Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid) 4x6					
1											

Total Bid price in _____ in words.

Signature of Bidder :

Name :

Note:

The cost of optional items shall be indicated separately.

The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.

(a)Cost of spares _____

(b)Warranty if being charged include in B

ANNEXURES

A: DPIIT CERTIFICATE (ON COMPANY LETTERHEAD)

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed). I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp
Of the Bidder

B: PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

Order placed by {Full address of Purchaser}	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily?	Contact Person along with Telephone no., Fax no. and e-mail address.

Note: Purchase orders (preferably from the Govt. organizations) for whom similar supply has been made by the bidder in last three years.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

C: MANUFACTURER'S AUTHORIZATION FORM

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

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

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

To: [Insert complete name and address of Purchaser]

WHEREAS

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

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

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

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

Title: [insert title]

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

Dated on _____ day of _____ [insert date of signing]

D: BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Registered Address : _____

Name of Partners /Project Director : _____

City : _____

Postal Code : _____

Company's Establishment Year : _____

Company's Nature of Business : _____

Company's Legal Status 1) Limited Company
(tick on appropriate option) 2) Undertaking
3) Joint Venture
4) Partnership
5) Others

Company Category 1) Micro Unit as per MSME
2) Small Unit as per MSME
3) Medium Unit as per MSME
4) Ancillary Unit
5) SSI
6) Others

CONTACT DETAILS

Contact Name : _____

Email Id : _____

Designation : _____

Phone No : (_____) _____ Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

A/c. No. CC/CD/SB/OD: _____

Name of Bank : _____

IFSC NO. (Bank) : _____

Enclose scan copy of cancelled Cheque.

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST No: _____x

Annexure-'E'

E: BLACKLIST CERTIFICATE
(to be provided on letter head of the firm)

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

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Annexure-'F'

F: DECLARATION OF LOCAL CONTENT AND AVAILABILITY/COMPLIANCE OF EQUIPMENT

(To be given on company letterhead for equipment value is below Rs. 10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for equipment value is above 10 Crores)

Date: _____

To,
I-HUB Quantum Technology Foundation,
1st Floor, Main Building, IISER Campus,
Dr. Homi Bhabha Road, Pashan
Pune-411008

Sub: Declaration of Local content and availability/compliance of equipment

Item No.	Name of the Item	Currency (must be INR)	Local content %	Country of Origin	Please give details of location(s) at which the local value addition is made (item-wise breakup)	Comply/capable to provide (yes/no)
1						
2						
3						
4						
5						

Manufacturing License Number for the local content items declared above: _____
(Please enclose Manufacturing License Document)

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*“*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)

G: BID SECURITY DECLARATION

(On company letter head)

To,

I-HUB Quantum Technology Foundation,
1st Floor, Main Building, IISER Campus,
Dr.Homi Bhabha Road, Pashan
Pune-411008

Subject: Bid Security Declaration

It has been certified that all information provided in tender form is true and correct to the best of our knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that I-HUB QTF, IISER Pune is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further I-HUB QTF, IISER is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the Company that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Company.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

I/We are accepting that if we withdraw or modify our bids during period of validity etc., we will be suspended for the period of six months to participate in any tender issued by I-HUB QTF, IISER Pune.

Date:

Signature of the Tenderer

Place:

Stamp

H: FALL CLAUSE
(On company letter head)

With this letter, we would like to declare that in case we supply or quote a lower rate to other Government or Public / Private sector organisations for the same products quoted to you, we would reimburse the excess. Negotiations may be called for to get the prices reduced.

Date:

Signature of the Tenderer

Place:

Stamp

L: PRE-CONTRACT INTEGRITY PACT

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

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month _____ year _____ between I-HUB Quantum Technology Foundation, IISER Pune (herein after referred to as 'BUYER'), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by _____ Chief Executive Officer (hereinafter called the "BIDDER / Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes to procure _____ Supply, Installation & Commissioning of _____ and the BIDDER / Seller is willing to offer / has offered the stores and _____

Whereas the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Section 8 Company funded by Department of Science and Technology, Govt. of India and hosted by Indian Institute of Science Education and Research (IISER) Pune.

Now, therefore,

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

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

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

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

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or Indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The BUYER will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDER

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

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

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

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

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

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

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

2.12 If the BIDDER or any employee of BIDDER on any person acting on behalf of BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of

the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 2013.

3. Previous Transgression

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

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money/Security Deposit

4.1 While submitting commercial bid, the BIDDER shall deposit 2% of the contract value (to be specified in RFP) as Security Deposit with the BUYER through any of the following instruments:

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

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

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

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

4.5 Confirmation through SFMS Mode (directly from bank) is mandatory.

5. Sanctions for Violation

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money (in pre – contract stage and /or/ Security deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the BUYER to the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest,
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.1 The BUYER will be entitled to take or any of the actions mentioned at para 5.1 (i) to (x) of the Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

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

6. **Fall Clause**

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

7. **Independent External Monitor(s)**

7.1 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.2 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

7.3 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

7.4 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the I-HUB QTF, IISER Pune.

7.5 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(s) / Contractor(s) / Subcontractor(s) with confidentiality.

7.6 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 BUYER and the Contractor. The parties offer to the Monitor the option to participate in such meetings,

7.7 The Monitor will submit a written report to the Project Director of I-HUB QTF, IISER Pune within 8 to 10 weeks from the date of reference or intimation to him by the BUYER and BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. 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

11. Independent Monitor

The buyer will appoint independent monitors (hereinafter referred to as monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, IISER Pune)

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to number of years as per the warranty to the satisfaction of both the BIDDER and the BUYER, whichever is later.

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

13 The Parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

Designation

IISER Pune

Witness

1. _____

2 _____

Witness

1. _____

2 _____

IMPORTANT NOTICE

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. I-HUB QUANTUM TECHNOLOGY FOUNDATION, IISER PUNE WILL PROCESS THE TENDER AS PER IT'S STANDARD PROCEDURES. THE PROJECT DIRECTOR OF I-HUB QUANTUM TECHNOLOGY FOUNDATION RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. I-HUB QUANTUM TECHNOLOGY FOUNDATION, IISER PUNE WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHO'S BIDS ARE REJECTED.

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

Signature of the Tenderer

CHECKLIST FOR BIDDERS

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

Sr. No.	Content	Document Attached	Please Fill page no's for respective document
1	Certificate By Bidder- DPIIT Registration as per Annexure-A	(Yes /No)	
2	Previous Supply Order Format as per Annexure-'B' along with at least three previous P.O.	(Yes /No)	
3	Manufacturer's Authorization Form as per Annexure-'C'	(Yes /No)	
4	Bidder Information form as per Annexure-'D'	(Yes /No)	
5	Blacklist certificate as per Annexure-'E'	(Yes /No)	
6	Local Content Declaration (with item wise breakup) by the bidder as per Annexure –'F'	Class-I Class-II Non Local	
7	Bid Security Declaration as per Annexure-'G'	(Yes /No)	
8	Fall Clause Statement as per Annexure –'H'	(Yes /No)	
9	Pre-contract Integrity Pact as per Annexure – 'L'	(Yes /No)	
10	List of deliverables as per Chapter- 4 with Technical Compliance Sheet and Datasheet	(Yes /No)	
11	Technical literature/leaflets and complete specifications of quoted model(s).	(Yes /No)	
12	Price bid along with bill of material and commercial terms & conditions.	(Yes /No)	
13	Copy of GST/ PAN No. and TIN No. allotted by the concerned authorities.	(Yes /No)	
14	Undertaking that the successful BIDDER agrees to give a 10% security deposit in the form of Performance Bank Guarantee by any Indian Nationalized Bank	(Yes /No)	
15	Tender Terms & Conditions Acceptance signed with official seal.	(Yes /No)	
16	Delivery Period, Warranty information and Payment terms to be specified.	(Yes /No)	