



NATIONAL PHYSICAL LABORATORY  
(Council of Scientific & Industrial Research)  
Dr. K. S. Krishnan Marg, Pusa Campus,  
New Delhi-110012 (INDIA)

Ref. No. 14-VIII/MJ(5-PAC)24-PB/T-68

Date: 12.09.2024

To,

M/s Menlo System GmbH  
Bunenstraße 5,  
D-82152 Martinsried,  
Germany  
Phone +4989189166-0

Dear Sir,

We are interested in purchase of the following items. Kindly send us the sealed quotations/Performa invoice indicating minimum delivery period. The sealed envelope containing your quotation super scribed with our reference no. and addressed to Director, NPL should reach this office immediately. You can also send us quotations through mail.

S. No.	Item Description	Quantity		
1.	<b>Dual Frequency Comb Based Thz Comb.</b> Consisting of: Optical Frequency Comb (02) with THz emitter and detectors: ORS-Mini Ultrastable Laser System Beat Detection unit-02 Customized electronics module including THz emitters, Detectors, Customized Optics including cross correlator  <b>Detailed specifications are attached in the Annexure 1</b>	<b>01 No.</b>		
2.	<b>Pre-Bid Conference (PBC) (PBC Dt. 17.09.2024, Time: 11:00 PM ONWARDS ) ONLINE</b> The objective of PBC is to provide a platform for clarifying issues and clearing doubts, if any, about the specification and other allied technical / commercial details of the bid document. This is also an opportunity to question the bidding conditions and the bidding process. You can bring to our notice any restrictive term, condition, inconsistent/conflicting clauses/terms/information or item specification in this tender document so that required changes can be made. Please inform your intention to participate by sending mail at <a href="mailto:jewariya.mukesh@nplindia.org">jewariya.mukesh@nplindia.org</a> along with CC at: <a href="mailto:purchase-sol@nplindia.org">purchase-sol@nplindia.org</a> and also send your queries before the date of PBC to help us keep the response ready. Firms must be present at the appointed hours on the day of PBC. We expect firms to come prepared for the PBC. <b>No queries, suggestions or representations made after the PBC will be entertained.</b> Changes made to the bidding document subsequent to the PBC shall be treated as amendment to this bidding document and hosted online.			
3.	<b>1. Performance Bank Guarantee (PBG): @5% of the contract value to cover the warranty applicable on award of contract.</b> <b>2. EMD: In the form of Bid Security Declaration</b>			
<b>BIDDERS MUST FILL &amp; ENCLOSE INTEGRITY PACT (ANNEXURE -IV) IRRESPECTIVE OF THE VALUE OF THEIR OFFER.</b>				
4.	Name & Contact Details of Independent External Monitor (IEM) For any violation related to provisions of Code of Integrity & implementation of Integrity Pact related to this procurement, the details of IEM are as below: <table border="1"><tbody><tr><td>1. <b>Mr. Rajan S Katoch, IAS (Retd.)</b> A-91, Alkapuri, Bhopal (MP) 462 022 <b>Email: rkatoch@nic.in</b></td><td>2. <b>Mr. Prabhakaran Palaniappan, IAS (Retd.)</b> New No.9, (Old No.4B/14), Venkateswara Nagar 3rd Street, Adyar, Chennai 600 020 <b>Email: prabakaranias@gmail.com</b></td></tr></tbody></table>	1. <b>Mr. Rajan S Katoch, IAS (Retd.)</b> A-91, Alkapuri, Bhopal (MP) 462 022 <b>Email: rkatoch@nic.in</b>	2. <b>Mr. Prabhakaran Palaniappan, IAS (Retd.)</b> New No.9, (Old No.4B/14), Venkateswara Nagar 3rd Street, Adyar, Chennai 600 020 <b>Email: prabakaranias@gmail.com</b>	
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5.	<b>Bid must be submitted by OEM only.</b>			

Yours Faithfully,

Sr. Controller of Stores & Purchase

Encls:

1. Detailed Terms & Conditions
2. **Formats (Multiform- Annexure-I, MAF –Annexure-II, Bid Securing Declaration - Annexure-III and Integrity Pact- Annexure-IV)**

**CRITICAL DATE SHEET**

<b>Sl. No.</b>	<b>Stage</b>	<b>Date &amp; Time</b>
1.	Publish Date & Time	12.09.2024 & 05:15 PM
2.	Clarification Start Date	12.09.2024 & 05:15 PM
3.	Clarification End Date	13.09.2024 & 04:00 PM
4.	Pre-Bid Conference, if any	17.09.2024 & 11:00 AM
5.	Bid Submission Start Date & time	18.09.2024 & 09:00 AM
6.	Bid Submission End Date & Time	26.09.2024 & 03:00 PM
7.	Bid Opening Date & Time	27.09.2024 & 03:00 PM

**SPECIFICATIONS/ TERMS MAY BE CHANGED AFTER PBC (IF APPLICABLE) OR IN RESPONSE TO PORTAL QUERIES AND A CORRIGENDUM SHALL BE ISSUED TO THAT EFFECT ON CPPP PORTAL ITSELF**

## TERMS & CONDITIONS

1. **PRICES:** Shall be quoted in Multi Currency including INR.

**For goods manufactured in India:**

- (i) The price of goods quoted Ex-Works including taxes already paid.
- (ii) GST and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
  - (a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
  - (b) The installation, commissioning and training charges including any incidental services, if any.

**For goods manufactured abroad:**

- (i) The price of the goods, quoted on FCA (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission charges, if any.
- (iv) The installation, commissioning and training charges including any incidental services, if any.

2. We are registered with Dept. of Scientific and Industrial Research, Govt. of India and concessional custom duty leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-customs dated 23.07.1996. If a bidder requires such certificate for obtaining concessional customs duty related to items to supplied same can be considered on case to case basis subject to its acceptance by the Customs Authority. **All payments due under the contract shall be paid after deduction of statutory levis at source (like TDS etc.), wherever applicable.**

3. VALIDITY OF OFFER:

The Prices must be valid at least for a period of **90 days** from the date of QUOTATION. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.

4. REASONABILITY OF PRICES

- (a) Please quote best minimum prices applicable for a premiere Research Institution, **leaving no scope for any further negotiations on prices.**
- (b) **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 NPL to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.
- (c) Copies of **LATEST SUPPLY ORDERS** received from other customers along with details of such supply orders preferably in India for the same item/model **may be submitted with the offer** giving reasons of price difference of their supply order & those quoted to us, if any.
- (d) The party must give details of identical or similar equipment, if any, supplied to any CSIR lab during last three years along with the final price paid and Performance certificate from them.

5. SPECIFICATIONS:

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.

6. PERIOD & MODE OF DELIVERY: **The delivery period is the essence of supply; hence** it must be indicated specifically in the quotation. Mode of delivery, tentative size and weight of consignment may also be indicated in the quotation.

7. PAYMENT CONDITION:

A. FOR INDIGENOUS SUPPLIES:

Payment will be made only after satisfactory installation, commissioning, Training and performance of the equipment at NPL, New Delhi through NEFT and after certification by our technical expert/scientist, subject to submission of 5% Performance Bank Guarantee of basic order value, within 21 days of receipt of PO valid till expiry of standard warranty 2 years and additional 2 months after the warranty period.

**B. FOR IMPORTS:**

The payment against imports shall be made through irrevocable L/C. However, 90% amount shall be released on presentation of complete and clear shipping documents and remaining 10% shall be released after satisfactory installation/demonstration/commissioning & Training of subject order material subject to submission of 5% Performance Bank Guarantee of basic order value, within 21 days of receipt of PO valid till expiry of standard warranty 2 years and additional 2 months after the warranty period.

OR

The payment for imported goods shall be made 100% through wire transfer/Telegraphic Transfer within 30 days after receipt of goods and satisfactory installation & Training subject to submission of 5% Performance Bank Guarantee of basic order value, within 21 days of receipt of PO valid till expiry of standard warranty 2 years and additional 2 months after the warranty period.

8. **COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence after receipt of the items in good working condition and from the date of its satisfactory installation/commissioning/demonstration & Training at the project site in NPL, New Delhi.
9. **NO ADVANCE PAYMENT:** No advance payment will be made to any supplier.
10. **INSTALLATION:** The Spare parts /equipment should be installed/commissioned and demonstrated, by the supplier at NPL immediately but in any case within **ONE MONTH** after receipt of the item in NPL and the same will be put under operation to the satisfaction of our technical expert/Scientist who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.
11. **GUARANTEE/WARRANTY:** The Spare parts/equipment/instrument must be guaranteed/warranted for a period of **Two Years, if not specifically mentioned otherwise in the specifications sheet, from the date of its satisfactory installation/commissioning** against all manufacturing defects. If the equipment is found defective during this period the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at the NPL or at site of the supplier for which 'to and fro' expenses will be borne by the supplier.
12. **AFTER SALES SERVICES:** It should be clearly mentioned in the quotation whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases the original supplier shall be responsible for poor performance/services.
13. **INSPECTION :**
  - a) The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
  - b) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the NPL. Or CIF basis till satisfactory installation of the system.
  - c) The supplier **should arrange for physical Inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/Instt. to ascertain the date of arrival of consignment.
14. **AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**

In case there is involvement of an /Indian agent/representative in any form as mentioned at (b) below, an authority letter / copy of agreement from the principal manufacturer must be submitted with the quotation.

Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.

The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.

**15. USERS LIST :**

- a. If you have supplied identical or similar Spare parts /equipment to other CSIR Labs./Instts., the details of such supplies for the preceding three years shall be given together with the prices finally paid.**

**16. LD CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**

- **Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.**
- In case of delay in supply and/or late installation of the equipment/instrument on part of the supplier, a LD @ 0.5% per week of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.
- If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the NPL, New Delhi shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

**17. Code of Integrity**

The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

- a. **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultants contracts:
- b. **“corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- c. **“fraudulent practice”:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- d. **“anti-competitive practice”:** any collusion, bid rigging or anti-competitive arrangement, or any other practice, coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- e. **“Coercive practice”:** harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- f. **“conflict of interest”:** participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any officials of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

- g. **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

**Obligations for Proactive disclosures:**

- i. The purchaser as well as bidders, suppliers, contractors and consultants, is obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.
- iv. **Punitive Provisions:**
- v. Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:
- vi. **If his bids are under consideration in any procurement:**
  - i. Forfeiture or encashment of bid security;
  - ii. Calling off of any pre-contract negotiations; and
  - iii. Rejection and exclusion of the bidder from the procurement process.

**If a contract has already been awarded**

- i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- ii. Forfeiture or encashment of any other security or bond relating to the procurement;
- iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

**Provisions in addition to above:**

- h. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- i. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- j. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**18. ACCEPTANCE OR REJECTION OF OFFER:** The Director, NPL, New Delhi reserves the right to accept or reject any quotation /tender in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.

**19. Force Majeure**

- i. **Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.**

- ii. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. 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.
- iv. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

**20. DISPUTE SETTLEMENT:** *The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.*

*If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.*

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

- (a) *In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable to act, to the sole arbitration of some other person appointed by his 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.*
- (b) *In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.*

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

*Notwithstanding any reference to arbitration herein,*

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

## MULTI FORM

(Bid Form, Bidder Information, Border Declaration, Code of Integrity)

To:

The Director,  
CSIR – National Physical Laboratory,  
New Delhi, INDIA

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services. Prices and discounts, if any, are mentioned in the Price Bid.
- b) ***Our bid shall be valid for the period of time specified in the bid document*** and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c) We agree to submit Performance Security, if required, as per the terms of this bid document; (as per Annexure-V attached)
- d) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed. We understand that you are not bound to accept the written standard terms and conditions of our offer and also the lowest evaluated bid or any other bid that you may receive.
- e) **Border Declaration:** We have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; ***We certify that the bidder is not from such a country*** or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the Competent Authority has been attached with the bid. I hereby certify that this bidder fulfill all requirements in this regard and is eligible to be considered. *(As per requirements under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)*
- f) **Declaration for Code of Integrity & Conflict of Interest:** I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under **Clause 17** of your tender document and have no conflict of interest. The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:
  - 1.
  - 2.
  - 3.

Signature & Seal of Bidder / Authorized Signatory

Name of the Signatory

**MANUFACTURER AUTHORIZATION FORM (MAF)****Bidder has to get this filled from OEM / Manufacturer preferably on their Letterhead**

To:

Director, CSIR – National Physical Laboratory,  
New Delhi, INDIA

We, the undersigned who are official manufacturers / OEM / Indian Distributor or Reseller of the items / goods being quoted by the bidder and factories or offices as indicated below, do hereby authorize *the Bidder* to submit a bid the purpose of which is to provide the quoted goods, manufactured / distributed by us and to subsequently negotiate and sign the Contract if the bidder's offer is found responsive, eligible and acceptable as per tender conditions.

Name & Designation of the Signatory of This MAF	
Name & Address of the Manufacturer / OEM / Indian Distributor	
This Certificate is issued in favor of (Name of the Bidding Firm)	

Official Seal & Sign of authorized representative(s) of the  
Manufacturer/ OEM / Indian Distributor

**Bid-Securing Declaration Form****(TO BE FILLED & SUBMITTED IN LIEU OF THE BID SECURITY/EMD ONLY IF GIVEN AS OPTION IN NIT)**

Date: \_\_\_\_\_

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

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

**Format of Pre-Contract Integrity Pact****INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by Director, CSIR – National Physical Laboratory, New Delhi, India, hereinafter referred to as “The Principal”.

And .....herein 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**

- s (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)**

- (1) 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.
  - (d) 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.
- (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 – Disqualification from tender process and exclusion from future Contracts**

- (1) 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 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/ Subcontractors**

- (1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent External Monitors**

- (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 JS (A), CSIR.
- (3) 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 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 non-binding 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 JS(A), CSIR within 8 to 10 weeks 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 Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR 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 Commission
- (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 JS(A), CSIR.

#### **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. New Delhi
- (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.
- (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): \_\_\_\_\_

Witness 2: (Name & Address): \_\_\_\_\_

**(Note: This form is to be filled mandatorily and is to be submitted along with the Technical Bid failing which Tender shall be declared as non-responsive and rejected.)**

PERFORMANCE SECURITY FORM

(Refer para 5.1.2(ix)(i) & 6.1.2(02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

.....

WHEREAS.....(name and address of the supplier)(here in after called “the supplier”)has undertaken, in pursuance of contract No dated .....to supply(description of goods and services)(here in after called “the contract”).

AND WHERE AS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHERE AS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we here by affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as a fore said, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We here by waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we here by waive notice of any such change, addition or modification.

This guarantee shall be valid until the.....day of....., 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**CHAPTER 7**  
**Contract Form**

Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

THIS CONTRACT AGREEMENT is made the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by \_\_\_\_\_ [ *insert complete name and address of Purchaser* ] (hereinafter called “the Purchaser”), and

(2) [ *insert name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [ *insert brief description of Goods and Services* ] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [ *insert Contract Price in words and figures, expressed in the Contract currency(ies)* ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) [ *Add here any other document(s)* ]

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: [ *insert signature* ]

in the capacity of [ *insert title or other appropriate designation* ]

in the presence of [ *insert identification of official witness* ]

Signed: [ *insert signature* ]

in the capacity of [ *insert title or other appropriate designation* ]

in the presence of [ *insert identification of official witness* ]

For and on behalf of the Supplier

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

in the capacity of [ *insert title or other appropriate designation* ]

in the presence of [ *insert identification of official witness* ]

## Annexure 1

### Final Technical Specifications for Dual frequency Comb based THz comb

Serial No.	Item Name	Specification	Quantity
1.	Optical Frequency Comb	<p>Complete, automated metrology system with ultra-low noise Performance, ready to measure. With stable pump modules allow for 24h/7d operation.            Laser output: 2 x ca. 40 mW</p> <p>System should includes a low-noise fs fiber laser with high-bandwidth, actuators for tuning of the CEO frequency and the repetition rate, an amplifier, highly nonlinear fiber for spectral broadening, a nonlinear f-2f-interferometer based on a fiber-coupled waveguide, and the phase lock electronics to stabilize the repetition rate and the CEO frequency. User software, counter, PC, and display for system control and data acquisition are included.</p> <p>Accuracy: <math>1 \times 10^{-17}</math> (t &gt;100 s)*, <math>1 \times 10^{-14}</math> (t &gt;1000 s)<math>\Delta</math>            Stability: <math>\leq 1 \times 10^{-16}</math> in 1 s*, <math>\leq 1 \times 10^{-18}</math> in 1000s*, <math>\leq 5 \times 10^{-13}</math> in 1 s<math>\Delta</math></p>	02
2.	Optical Referenced Ultra stable Laser System	<p>Ultra stable laser system based on a CW laser (wavelength 1542 nm) locked to an ultra stable high-finesse optical reference cavity.</p>	01
3.	Beat Detection Unit	<p>Fully fiber-coupled unit for adjustment free beat signal generation and detection with an external laser.</p> <p>Contains all-fiber coupled opto-mechanical setup for a fixed user-defined wavelength, a high sensitivity photo detector, and beat frequency distribution electronics for signal amplification and filtering.</p> <p>Wavelength: 1542 nm            &gt;30 dB SNR ( 100 kHz rbw) beat signal</p>	02
4.	Custom Electronics	<p>Custom Electronics including TH z emitters, Detectors            With a Terahertz Extension Unit</p> <p>All-fiber coupled terahertz time-domain solution to be            Combined with stabilized 250 MHz dual-comb system for high precision</p>	01

		<p>spectroscopy applications. Additional erbium doped fiber amplifiers generate required optical average power of 2x 25-30 mW for terahertz generation and detection using photoconductive antennas. Terahertz beam focusing and collimation is realized through off-axis parabolic mirrors in a rigid, caged transmission layout for highest performance.</p> <p>The full unit should includes PC with control electronics and ultrafast DAQ card, fully aligned terahertz transmission path with emitter and detector, trans impedance amplifier, terahertz acquisition software.</p> <p>THz average power : &gt; 300 <math>\mu</math>W  Frequency resolution: &lt; 56 MHz  Scan range : 4 ns</p>	
5.	Customized Optics	Customized optics including cross correlator wich includes Dichroic Mirrors, Fiber couplers, Lens, Mirrors, Beam Splitters, Polarizers etc.	01
6.	Warranty	2 years warranty from the date of installation.	
7.	Installation & Training	Installation & Training will be done by supplier free of cost	