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Tender Details

Date : 06-Nov-2026 05:50 PM

Print

Basic Details

Organisation Chain	Tata Institute of Fundamental Research		
Tender Reference Number	TIFR/PD/IC26-04/26-27/M/04		
Tender ID	2026_TIFR_856556_1		
Tender Type	Global Tenders	**Form of contract**	Supply
Tender Category	Goods	**No. of Covers**	2
Payment Mode	Offline	**Is Multi Currency Allowed For BOQ**	No
Is Multi Currency Allowed For Fee	No		

Payment Instruments

Offline

S.No	Instrument Type
1	Demand Draft
2	FDR
3	Bankers Cheque
4	Bank Guarantee
5	As Per Tender Document

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.xls	TECHNICAL BID
2	Finance	.xls	FINANCIAL BID

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	NA	**Fee Payable At**	NA
Tender Fee Exemption Allowed	NA		

EMD Fee Details

EMD Amount in ₹	5,00,000	**EMD Exemption Allowed**	Yes
EMD Fee Type	fixed	**EMD Percentage**	NA
EMD Payable To	TIFR Hyderabad	**EMD Payable At**	Hyderabad

Work /Item(s)

Title	Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad				
Work Description	Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad				
Pre Qualification Details	As per Tender Document				
Tender Value in ₹	48,00,00,000	**Product Category**	Laboratory and scientific equipment	**Sub category**	800 MHz NMR Spectrometer
Contract Type	Tender	**Bid Validity(Days)**	180	**Period Of Work(Days)**	517
Location	Hyderabad	**Pincode**	500046	**Pre Bid Meeting Place**	TIFR Hyderabad through Zoom
Pre Bid Meeting Address	As per Tender Document	**Pre Bid Meeting Date**	12-Nov-2026 11:00 AM	**Bid Opening Place**	TIFR Hyderabad

Critical Dates

Publish Date	06-Nov-2026 06:00 PM	**Bid Opening Date**	04-Dec-2026 03:00 PM
Document Download / Sale Start Date	07-Nov-2026 09:00 AM	**Document Download / Sale End Date**	04-Dec-2026 01:00 PM
Clarification Start Date	07-Nov-2026 10:00 AM	**Clarification End Date**	04-Dec-2026 10:00 AM
Bid Submission Start Date	12-Nov-2026 12:00 PM	**Bid Submission End Date**	04-Dec-2026 01:00 PM

Tender Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf	Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad	835.88

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad.pdf	Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad	835.88

Tender Inviting Authority

Name	Head Administration and Finance
Address	Tata Institute of Fundamental Research 36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500046

Tender Creator Details

Created By	Hari Prasad Deshraju
Designation	Admin Officer
Created Date	06-Nov-2026 05:41 PM

Tata Institute of Fundamental Research
टाटा मूलभूत अनुसंधान संस्थान
प्लॉट नंबर 36/पी, गोपनपल्ली गांव, सेरिलिंगमपल्ली मंडल, रंगा रेड्डी जिला, हैदराबाद - 500 046, तेलंगाना, भारत.
Survey No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District,
Hyderabad - 500 046, Telangana, India
टेलीफ़ोन /Telephone: +91-40-2020 3020, ई-मेल Email: purchasegroup@tifrh.res.in

NOTICE INVITING GLOBAL TENDER

Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad

TENDER NO. TIFR/PD/IC26-04/26-27/M/04 Date: 06-11-2026

NOTICE INVITING TENDER

1. Tender Notice

Global bids are invited on behalf of the Centre Director, TIFR Hyderabad, under the Two-Bid System for the supply, installation and commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad.

The scope of supply, technical specifications, eligibility criteria and terms and conditions are detailed in this tender document. Prospective bidders are advised to read the complete tender document carefully before submitting their bids.

Tender No.	**TIFR/PD/IC26-04/26-27/M/04**
Name of Goods	Supply Installation and commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad.
Estimated Cost	Rs. 48,00,00,000/- (Rupees Forty-Eight Crore only)
Place of Delivery, Installation and Commissioning	Tata Institute of Fundamental Research, Survey No. 36/P, Gopanapally Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad – 500046, Telangana, India
Availability of Tender Documents	Tender documents shall be available from 06-11-2026 to 04-12-2026 upto 13:00 hrs on the TIFR Hyderabad website (https://www.tifrh.res.in/tender/) and the Central Public Procurement Portal (CPPP) – E Publishing (https://eprocure.gov.in/epublish/).
Cost of tender documents	Nil
Earnest Money Deposit	**Earnest Money Deposit (EMD):** Rs. 5,00,000/- (Rupees Five Lakh only) or (USD 5230), subject to applicable exemptions. The mode of submission, validity, submission procedure and conditions governing refund or forfeiture of EMD shall be as specified in the relevant clause of this tender document.
Pre-bid meeting through Zoom	A pre-bid meeting with prospective bidders is scheduled to be held on 12-11-2026 at 11:00 AM at TIFR Hyderabad. Interested bidders are invited to attend the meeting. **Zoom Details:** **https://tifrh-res-in.zoom.us/j/96301082144?pwd=tMQoJCD6rNFXZdT8zsuJrcV6mua9re.1** **Meeting ID: 963 0108 2144** **Passcode: 360791**
Notification of amendments to the tender document	Any amendment or corrigendum to this tender document shall form an integral part of the tender document. Prospective bidders shall regularly check the TIFR website and the designated e-publishing portal for amendments, corrigenda and clarifications relating to this tender.

Submission of Bids	Bids shall be submitted in physical form under the Two-Bid System. The Technical Bid, along with the EMD and the documents required under the tender conditions, shall be placed in a separately sealed envelope marked "PART - A (TECHNICAL BID)". The Financial Bid shall be placed in a separate sealed envelope marked "PART - B – (FINANCIAL BID)". Both envelopes shall be enclosed in one outer sealed envelope clearly marked with the tender title and tender reference number. The Technical Bid and Financial Bid shall be submitted together on or before the prescribed deadline at the address specified in this tender document. The Technical Bids shall be opened first. Financial Bids of only technically qualified bidders shall be opened subsequently on the date and time notified by TIFR.
Physical Submission of Bids	Tata Institute of Fundamental Research, Survey No. 36/P, Gopanpally village, Serilingampally Mandal, Ranga Reddy District, Hyderabad - 500 046, Telangana, India
Last date and time for receipt of physical bid	04-12-2026 upto 13:00 Hrs.
Date and Time of Opening of Technical Bids	04-12-2026 at 15:00 Hrs.
Delivery, Installation and Commissioning Period	As specified in the tender document, including the applicable delivery, installation and commissioning requirements.

Bidders are required to submit their bids in physical form in accordance with the procedure and within the deadline specified in this tender document. Bids submitted by post or courier, or delivered by hand, shall be accepted only if received at the designated address within the prescribed date and time. Bids received after the stipulated deadline shall not be considered. Bids submitted by fax or email shall not be accepted.

Requests for extension of the bid submission deadline shall not ordinarily be entertained. However, TIFR Hyderabad reserves the right to extend the deadline or amend the tender conditions by issuing a corrigendum, wherever considered necessary.

The Centre Director, TIFR Hyderabad, reserves the right to accept or reject any or all bids, in whole or in part, without assigning any reason, subject to the provisions of the tender document and applicable procurement rules.

Site Inspection: The bidder is advised to inspect the proposed installation site at TIFR Hyderabad, at their own cost, before submission of the bid, to assess the site conditions, available infrastructure, space, utilities and other requirements necessary for the successful installation, testing and commissioning of the equipment. Any additional costs arising due to inadequate assessment of the site shall be borne by the successful bidder.

Head, Administration & Finance
TIFR Hyderabad

Note:

1. In case of any clarification with regard to submission of bids please contact Shri T. Srinu Babu, (Tel: 040-2020 3015) or Shri Sreenivasulu Govindu (Tel: 040-2020 3020).

2. Bidders are advised to carefully read the instructions and conditions contained in this tender document before submitting their bids. Bids shall be submitted in physical form in accordance with the procedure specified in this tender document.

Annexure – A: Technical Specifications:

Item 1: High-Field NMR spectrometer with four channels to carry out high resolution solid and solution state NMR experiments.

BASIC SPECTROMETER

I. Superconducting magnet:

1. Standard bore (54 mm)
2. Operation field corresponding to a ^{1}H frequency of 800 MHz (18.8 Tesla)
3. Shielded magnet axial 5G line less than 4.6 meters and radial 5G line less than 3.3 meters.
4. Suitable vibration isolation post to damp frequency above 7 Hz for acquiring artifact-free data.
5. All support equipment for magnet. (Liquid Helium transfer lines, O rings, coupling attachments, spares, etc.)
6. Helium and nitrogen level meters.
7. A minimum liquid Helium hold time of 150 days. (Refill volume and total volume should be specified.)
8. A minimum liquid Nitrogen hold time of 14 days. (Refill volume and total volume should be specified.)
9. High performance Cryo and RT shim systems for optimal line shape

II. Console:

1. 4 channel architecture suitable for quadrupule resonance with fourth channel for deuterium lock and pulse experiments.
2. Broad-banded frequency generation for first three channel channels.
   - 1st channel: able to handle tuning of 1H and 19F frequency
   - 2nd channel: Electronics able to handle tuning frequency 30-330 MHz
   - 3rd channel: Electronics able to handle tuning frequency 30-330 MHz
3. Communication between all channels by appropriate communication system
4. Receivers (digital) with excellent detection capability and elimination of artifacts such as quadrature images with control unit having state of the art technology for signal acquisition, over sampling, digital filtering etc.
5. ADC with Band Width 5 MHz or more.
6. Preamplifiers for multinuclear observation on all three channels with all necessary filters for noise and artifact reduction.
7. Frequency, phase, and amplitude shaping capability with simultaneous switching of the parameters possible in < 50 ns
8. Amplifiers must be strong enough to satisfy the probes specifications on all three channels.
9. ^{2}H lock transmitter and receiver unit
10. Gradient unit
11. Variable temperature set up from -150°C to +150°C with a resolution of 0.1°C
12. A high-end workstation: with latest configuration (minimum of 16 GB RAM, minimum hard disk capacity 2 TB, 22" or bigger TFT Monitor, latest available processor, printer and other necessary accessories).

III. Software:

Latest compatible Linux/Mac-based software for NMR acquisition and data processing, including additional software features such as the processing of non-uniformly sampled datasets, data analysis etc with updates for a period of 10 years.

IV. Pneumatic Unit:

1. Fully automated pneumatic unit for magic-angle spinning experiments that includes spinning rate stabilization for all of the relevant probes that are indicated in **Section V**
2. Facility for rotor synchronized experiments.

V. Probes:

1. Triple-resonance ^{1}H/X/Y probe (spinning speed 95-100 kHz or more) with inserts and filters for broad-band operation), variable temperature from -10 to + 70°C (please note temperature is defined at sample)
   maximum nutation frequencies of at least 300 kHz, 80 kHz, and 70 kHz on ^{1}H, ^{13}C, and ^{15}N channels respectively. Decoupling on ^{1}H of 200 kHz (50ms) should be possible. The probe should be tunable to the following combination of nuclei on the X and the Y channels: (^{13}C+^{15}N), (^{2}H+^{15}N), (^{13}C+^{14}N) along with MAS testing station. At least 95 kHz MAS frequency should be routine operational frequency for weeks without wearing out rotors.

2. Triple-resonance ^{1}H/X/Y probe (spinning speed 95 kHz or more) with inserts and filters for broad-band operation), variable temperature from -10 to + 70°C (please note temperature is defined at sample) maximum nutation frequencies of at least 300 kHz, 80 kHz, and 70 kHz on ^{1}H, ^{13}C, and ^{15}N channels respectively. Decoupling on ^{1}H of 200 kHz (50ms) should be possible. The probe should be tunable to the following combination of nuclei on the X and the Y channels: (^{13}C+^{15}N), (^{31}P+^{15}N), (^{29}Si+^{15}N) along with MAS testing station. The inserts should be interchangeable on the two probes.

3. Triple resonance (^{1}H, ^{13}C, ^{15}N) cryogenic probes with gradients and automatic tuning and matching for solution experiments and a facility for ^{2}H locking and pulsing.

<u>Other requirements for probes</u>

1. For the above probes, the stator angle can be precisely adjusted to an accuracy of a millidegree or better.
2. Stator angle setting must be stable over extended time period for all MAS probes.
3. All solid probes must have the capacity to be shimmed so that NMR FWHM of line shape is 0.035ppm and a full width at 10% height no more than 0.15ppm. The specification should be met for both the ^{1}H and ^{13}C lineshapes.
4. SNR specifications for each RF channel for standard samples must be given for each probe, and verified upon installation.

5. Preamplifier filters required for the operation of all solid and solution state probes.

VI. Essential Accessories:

1. All required accessories for long term VT (-120°C to 200°C) operation

VII. Requirements and conditions for Items 1, 2 and 3

1. Quote for the optional items should be separate and should not be included in the basic quote.
2. One-year standard warranty of the entire spectrometer should be provided.
3. After completion of standard warranty of one year, an option of additional comprehensive maintenance contract for five years for all parts and peripherals may be provided. During the five-year comprehensive maintenance contract period, the defective, items, parts, peripherals or modules should be replaced by the supplier at their cost.
4. On-site training for operation and maintenance should be given during the installation.
5. The installation of the instrument should be carried out by an engineer(s) from the principal company. Complete cost of installation should be borne by the vendor.
6. Liquid Helium required for installation and topping off the magnet should be provided by the vendor and should be included in the basic cost of spectrometer.
7. Price for each item / accessory of the spectrometer should be quoted separately.
8. In case of magnet-quench during the installation or later due to faulty design/manufacturing, the expenses incurred for recharging or replacing should be borne by the vendor.
9. Technical details of all basic and optional items should be provided.
10. Hard copy/soft copy of the service and operational manuals for all the modules of the spectrometer, peripherals and accessories must be supplied with the spectrometer.
11. The minimum power required for the operation of spectrometer with all the accessories must be specified in the quote.
12. **Warranty and Maintenance Evaluation:** The standard warranty for the spectrometer shall be 1 (one) year from the date of successful installation and commissioning, which shall be mandatory and included in the basic quote. Bidders are also strongly encouraged to quote separately for an optional 5-year Comprehensive Maintenance Contract (CMC) for the post-warranty period. For the purpose of financial evaluation and determining the L1 bidder, the evaluation will be based strictly on the landed cost of the basic equipment and mandatory 1-year warranty; however, TIFR Hyderabad reserves the right to exercise the 5-year CMC option based on operational requirements and budgetary provisions.
13. Delivery Period: The complete equipment shall be delivered within Twelve Months from the date of issue of the Purchase Order. The equipment shall be supplied in a single lot, and partial shipments shall not be permitted.
14. Installation Period: Installation, testing and commissioning of the complete equipment shall be completed within Five Months from the date of receipt of the equipment at TIFR Hyderabad.
15. Any and all clarifications regarding the specifications in this tender can be raised at a pre-bid meeting.

NOTE:

* **The bidder should ensure to submit the following along with PART – A: Technical Bid**

1. The bidder should attach the point-by-point technical specification provided in the tender in a tabulation format and fill the technical compliance (with additional remarks if any) along with the Technical Bid.
2. Bid Security / EMD (Earnest Money Deposit) as per Tender.
3. Audited Annual Turnover Certified by CA - Attachment of Annexure – B
4. Supplier Purchase Order details with copy document along with the bid Attachment of Annexure - C.
5. INTEGRITY PACT- Annexure - D
6. Undertaking by the bidder as per Clause 12 of tender terms and conditions in letter head duly signed and stamped.
7. Undertaking for unconditional acceptance of tenders all terms and condition in letter head duly signed and stamped.

* **PART - B (Financial Bid) – As per Annexure – E (Must be sealed in a separate envelope marked "PART – B (FINANCIAL BID)" and must NOT be enclosed inside the Technical Bid).**

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
HYDERABAD
Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District.
Hyderabad - 500 046, Telangana, India.
(PURCHASE SECTION)

1. PART "A" (Technical Bid) consisting of Technical Bid with Commercial Terms and PART "B" (Financial Bid) consisting of only Price shall be submitted in separate sealed envelopes duly super scribed with the tender enquiry number, and the due date in bold letters, addressed to the Head, Administration & Finance, Tata Institute of Fundamental Research, Hyderabad, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 046, Telangana, India. The envelopes should be clearly marked on top as either "PART – A (TECHNICAL BID)" or "PART – B (FINANCIAL BID)

The two sealed covers should be further put in a master cover super scribed with the Tender Enquiry No., Due Date in bold letters, addressed to the Head, Administration & Finance, Tata Institute of Fundamental Research, Hyderabad, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 046, Telangana, India. The sealed master envelop has to be delivered by hand/courier/Speed Post at the security Gate Office of TIFR Hyderabad on or before 13.00 hrs. on the due date specified. The technical bid will be opened at 15.00 hrs. on the due date at Purchase Section, TIFR, Hyderabad. Tenders submitted after 13.00 hrs. on due date will not be considered.

Note: All future corrigendum/addendum will be published in TIFR Hyderabad Website / CPPP

All prospective bidders are requested to visit our website regularly for any such updates/Corrigendum.

Pre- Bid meeting will be conducted through online. Bidders are requested to refer TIFR Hyderabad website tender page for pre-bid meeting zoom link. Bidder may also join the meeting on scheduled date and time at TIFR Hyderabad premises.

2. In case the PART "A" and Part "B" bids are not sealed in separate envelopes the tender will be rejected.

3. The technical bid should not contain any indication of the price. The bidder should take special care not to mention anything related to pricing and costing aspect of whatsoever nature. The technical bid should include/contain only technical specifications, technical literature, drawing, quantity, manufacturing and delivery schedule, mode and terms of payment, mode of dispatch, the quantum and percentage of statutory levies payable by the purchaser as extra and all related commercial terms and conditions for the supply and for the services like erection and commissioning to be rendered by the tenderer. The details of the validity of the tender should also be indicated along with the commercial details.

4. After scrutiny of Technical Bids, Financial bids of only those bidders who are shortlisted on technical basis will be opened on a later date. The opening date, time and venue will be intimated to the technically successful bidder.

5. All the bidders/contractors should provide Company Authorization Letter duly signed and stamped by Competent Authority to participate in the tender related meetings at TIFR Hyderabad.

6. Tender Document Fee:
Tender fee for Rs. 00/- (USD 00)

7. Bid Security / EMD (Earnest Money Deposit):

Earnest Money Deposit (EMD) for Rs.5,00,000/- (Rupees Five lakh only) or (USD $5230), subject to applicable exemptions in the form of insurance surety bonds, account payee demand draft, banker's Cheque, or bank guarantee (including e-bank guarantee) from any of the commercial banks or payment online in an acceptable form. In case of foreign bidders, it may be in the form of a bank guarantee (in equivalent Foreign Exchange amount, in case of GTE) issued/confirmed from any of the commercial banks in India in an acceptable form. The bid security is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. In case the Bid Security/EMD is in the form of D.D. it shall be drawn in favor of "Tata Institute of Fundamental Research", payable at Hyderabad to be enclosed along with the PART – A (Technical Bid)

The Bid security should remain valid for a period of 45 days beyond the final bid validity period.

EMD shall be interest free and it will be refunded to the unsuccessful bidder without any interest. EMD will be forfeited if the bidder withdraws or amend impairs or derogates from the tender in any respect. The technical bid received without payment of EMD/ documents for exemption of EMD shall be summarily rejected.

8. The Micro and Small Enterprises/Startups suppliers / bidders whose firms are registered with Ministry of MSME /DPIIT and having a valid certificate for claiming exemption as per privilege rules of Government of India are exempted from paying Tender Fee and EMD (Earnest Money Deposit).

9.
9.1 The invitation for bids is open to Original Manufactures (OEM)/Authorized Dealers/Authorized Distributors/Subsidiary Indian Company of the OEM/Indian Agent on behalf of the Foreign Manufacturer or Principals of the tendered equipment. The bidder must be. The bidder must be a legal entity having a Certificate of Incorporation/Registration. Indian Bidders / Indian Agents must also submit a valid Permanent Account Number (PAN) and GST Registration Certificate.

9.2 When a firm sends quotation for an item manufactured by some different company, the firm is also required to attach its quotation, the manufacturer's authorization certificate.

9.3 Indian Agent cannot represent two different foreign principals for the same item in one tender.

9.4 Equipment's must be of the most recent series/models incorporating the latest improvements in design.

9.5 That the Bidder will assume total responsibility for fault free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after warranty period if required.

9.6 Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure , etc.

9.7 Any additional bid participation criteria/eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this.

9.8 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this invitation of Bids.

10. Bidders who have not accepted the job/order awarded to them or withdrawn from the tender process OR whose EMD/Security deposit has been forfeited in the past, their bids will not be considered and treated as ineligible / disqualified.

11. Micro and Small Enterprises (MSEs):
Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).

The Micro and Small Enterprises (MSE) are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India. Public procurement Policy (PPP) for MSEs Order, 2012 is meant for procurement of only goods produced and services rendered by MSEs However, Traders, Distributers, Sole agents, work contracts are excluded from the purview of the PPP for MSE Order 2012 as per Ministry of MSME.

The Micro and Small Enterprises (MSE) bidder should submit valid UDYAM Registration certificate by Ministry of Micro Small and Medium Enterprises (MSME). The Micro and Small Enterprises (MSE) bidders who fail to submit valid UDYAM Registration certificate shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME and further applicable Notification / Rule amended from time to time.

12. **Requirement from Bidders**: Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per order issued by the Government of India (Order No. F.No.6/18/2019-PPD dated 23rd July, 2020 and further applicable Notification / Rule amended from time to time).

"Bidder" means any person or firm or company, including any member of 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 herein before, including any agency branch or office controlled by such person, participating in a procurement process. Necessary certificate/undertaking to be submitted.

Make In India: The Public Procurement (Preference to Make in India order, 2017, as revised from time to time shall apply to this tender.

13. Quotations must be valid for a period of 180 days from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as nonresponsive.

14. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.

15. The bidder should sign on all pages of PART – A (Technical Bid) and PART – B (Financial Bid).

16. All future corrigendum will be published in TIFR Hyderabad website only / CPPP and no separate advertisement will be released for the same.

All prospective bidders are requested to visit our website regularly for any such updates /Corrigendum. The Purchaser reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

17. For Indigenous Items: Offer should be on FOR basis and mentioned separately using different table format showing all the applicable taxes/Duties like GST, Freight & Transportation charges and installation charges etc.

18. The price quoted for Import item may be on following basis:

a. CIF/CIP Hyderabad, Airport (all-inclusive i.e. Cost of Goods, Packing, Insurance, Inland transportation, freight etc.)

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

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

Price may be quoted in the format attached herewith as PART – B (Financial Bid) – Annexure – E)

19. Packing:

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

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

19.3 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following: (i) Item Nomenclature (ii) Order/Contract No. (iii) Country of Origin of Goods (iv) Supplier’s Name and Address (v) Packing list reference number

20. Insurance:

20.1 The Goods supplied under the Contract shall be fully insured against loss or damage Incidental to manufacture or acquisition, transportation, storage and delivery.
20.2 For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (Final destinations) on " All Risks" The Insurance shall be valid for a period of not less three months after installation and commissioning.

21. Delivery and Documents:

21.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period. The details of shipping and/or other documents to be furnished by the supplier are listed in clause 21.2 below

21.2. Documents required at the time of Delivery:

The delivery is to be strictly made as per the delivery schedule stated in the Purchase Order. The following documents are to be forwarded earlier to TIFR Hyderabad through email to purchasegroup@tifrh.res.in prior to 48 hours before dispatch of material.

i) Supplier Invoice showing Purchase Order Number, goods' description, quantity, unit price, Total amount.
ii) Packing List
iii) Airway Bill/ Acknowledgement of receipt of goods from the consignee(s) by the Transport with item wise weight, unit of measurement, No of package, package size/Dimension
iv) Insurance Certificate if applicable
v) Manufacturer's / Supplier's warranty certificate.
vi) Inspection Certificate issued by the nominated inspection agency, if any, and Certificate of Origin.
vii) Country of Origin Certificate. (if applicable)
viii) Product Catalogue/Brochure.

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

23. Order Acceptance: The successful bidder should submit acceptance of Purchase Order immediately (within 15 days) from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested.

The Bidder should submit the order acknowledgement, (details for opening L/C and documents if applicable) and documents if any to purchase section within 15 days from the date of issue of purchase order.

For Letter of Credit (L/C) payment, the Letter of Credit (L/C) will be opened as per purchase order terms and conditions only. The supplier should ensure to deliver and complete the installation as per purchase order terms and conditions within Letter of Credit (L/C) validity period. In case of any delay in supply or installation or submission of required documents by the supplier for Letter of Credit (L/C) payment, any applicable charges (LC amendment charges, Liquidated Damage Charges (LD) etc) to be borne by the supplier only.
The Supplier should submit the invoice and packing list before dispatch of the material for confirmation of TIFR Hyderabad.

Any discrepancy like delay in supply/ short supply/delay in installation etc., TIFR Hyderabad has right not to process the payment in case of any such discrepancy.

24. **Performance Security:** The Successful bidder should deposit @ 5% of Purchase Order value as Performance Security. The Performance Security should be in the form of Demand Draft in favour of "Tata Institute of Fundamental Research" payable at Hyderabad from any of the Commercial Banks (or) Bank Guarantee from any of the Commercial Banks (or) Fixed Deposit Receipt (FDR) (or) Insurance Surety Bonds. The Performance Security @ 5% should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period.

The Successful Bidder shall furnish the performance security in the prescribed format within 15 days from the date of issue of the Purchase Order.

25. **Payment Term:**
Payment Term for Import Item: 80% LC will be opened. 80% payment shall be made through irrevocable Letter of Credit (L/C) against submission of clear and complete shipping documents and balance 20% of the amount shall be released through Bank Transfer (BT) after successful installation, acceptance of the equipment certified by TIFR Hyderabad and on submission of "Performance Security" for an amount equivalent to 5% of the Purchase Order Value.
Payment Terms for Local Supply Items: 100% payment shall be released after receipt of complete material as per purchase order in a single lot, successful installation and acceptance of the equipment certified by TIFR Hyderabad and on submission of "Performance Security" for an amount equivalent to 5% of the Purchase Order Value.

The Performance Security @ 5% should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period.

26. In case of Letter of Credit (L/C) payment, the Letter of Credit (L/C) will be opened as per purchase order terms and conditions only. The supplier should ensure to deliver and complete the installation as per purchase order terms and conditions within Letter of Credit (L/C) validity period. In case of any delay in supply or installation or submission of required documents by the supplier for Letter of Credit (L/C) payment, any applicable charges to be borne by the supplier only. The Letter of Credit (L/C) amendment charges, Liquidated Damage charges (LD) if any due to delay of the supplier to be borne by the supplier only.

27. Partial shipment for foreign bids / Partial delivery of material for full INR bids will not be accepted by TIFR Hyderabad.

28. Pre Inspection Report: The successful bidder should submit the Pre Inspection Report / Manufacturer's Test Certificate with data sheet to TIFR Hyderabad before dispatch of the material at no extra cost to the purchaser. (If required by TIFR Hyderabad).

29. Repair / replacement if required any during the warranty period, necessary customs clearance charges / customs duty charges, freight charges for sending back the repair material to supplier and import freight charges of replacement should be borne by the supplier.

30. For Import cases: No Agency commission will be paid as per Govt. of India rules.

31. All bank charges outside India will be to supplier’s account only.

32. Taxes: TIFR Hyderabad is a Public Funded Research Institute and is eligible for exemption from Customs Duty under Government of India Notification No. 51/96 dated 23.07.1996, as amended from time to time, subject to applicable conditions.

GST shall be applicable as per the prevailing GST Act and Rules, including subsequent amendments. The GSTIN of TIFR Hyderabad is 36AAATT3951F2ZG.

Applicable GST TDS and Income Tax TDS shall be deducted from the supplier's payments in accordance with the relevant provisions of the GST Act and the Income Tax Act, respectively.

The supplier shall be responsible for all applicable taxes, duties, licence fees, road permits, transportation charges and other statutory charges incurred up to the delivery of the contracted goods to TIFR Hyderabad.

GST payable on the transaction between TIFR Hyderabad and the supplier shall be governed by the terms and conditions specified in the Purchase Order.

33. **Delivery Period:** The complete equipment shall be delivered within Twelve Months from the date of issue of the Purchase Order. The equipment shall be supplied in a single lot, and partial shipments shall not be permitted.

34. **Installation Period**: Installation, testing and commissioning of the complete equipment shall be completed within Five Months from the date of receipt of the equipment at TIFR Hyderabad.

35. Conversion to Single Currency: To facilitate evaluation and comparison, the Purchaser will convert all bid prices into Indian Rupees established by any bank in India as notified in the Newspapers/banks website on the date of Financial Bid Opening.

36. Evaluation & Comparison of Bids:

36.1 For the bids qualifying for the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

(i) Indigenous Offers: The final landed cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.
(ii) Imported Offers: The CIP/CIF price shall be the basis of evaluation (warehouse to warehouse basis)
(iii) Imported Vs. Indigenous Offers:
The final landed cost (ware house to ware house) of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with custom duty, customs clearance charges, Bank/LC charges, transportation, delivery up to the site of installation at TIFR Hyderabad as per available records with TIFR Hyderabad for imported goods) shall be the basis of evaluation.

36.2 Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc., will be ignored for determining inter-se position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

37. Contacting the Purchaser: Any attempt by any Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.

38. Purchaser's Right to Vary Quantities at Time of Award: The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of Requirements without any change in unit price or other terms and conditions.

39. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids.

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without there by incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

39.2 Evidence regarding credibility of stable performance and maintenance service capability must be provided. The purchaser reserves the right to make judgment on this and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.

40. Training:
40.1 The Supplier is required to train designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

40.2 The training shall be initially carried out during installation & commissioning for operating and maintaining the system. The specific training on application shall also to be imparted by the supplier. The duration of such training need to be finalized with the end user of the equipment. The supplier has to provide complete training at site for operation (including trouble shooting) of the instrument.

40.3 In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.

41. Bidders, please provide the PAN No., Bank Details, email ID, Contact person details, GST No etc.

42. The Supplier shall arrange to ship the ordered materials within the mutually agreed delivery period mentioned in the order unless extended with/without penalty. Please mention the Delivery Period Clearly in the Bid, however effort to be taken to deliver the materials at the earliest.

In case of delay in supply on part of the supplier, a penalty @0.5% per week of order value will be charged for delayed period subject to a maximum of 5% order value.

If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the TIFR Hyderabad shall have the right to cancel the contract / purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.

The same rate of penalty shall be applicable for late installation of the equipment / instrument also.

43. Warranty: The supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials, unless provided otherwise in the contract. The supplier further warrants that all Goods supplied under this contract shall have no defect arising from manufacturing, design, materials or workmanship (except when the design and /or materials is required by the Purchaser's Specification) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid (As stated in technical specifications/standard warranty) after the Goods or any portion thereof as the case maybe, have been delivered, installed & commissioned and accepted at the final destination indicated in the contract.

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

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

44. COMMENCEMENT OF WARRANTY PERIOD: The warranty period of the equipment shall commence from the date of successful installation, commissioning and acceptance at the project site.

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

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

47. Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, act of God and freight embargoes.

48. Termination for Default
48.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
(i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.
(ii) If the Supplier fails to perform any other obligation(s) under the Contract.
(iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

48.2 For the purpose of this Clause:
(i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.

(ii)"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;'"

49. Resolution of Disputes:
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 thirty (30) days from commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national (or) international forum, and national or international arbitration.

In case of Dispute or difference arising between the Purchaser and 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 Centre Director, TIFR Hyderabad and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

In the case of dispute between the purchaser and Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub clause 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.

50. TIFR Hyderabad reserves the right to ask for or to provide any clarification, changes after the release of this tender. Any changes or clarifications provided by TIFR, Hyderabad maybe checked at TIFR Hyderabad website: **https://www.tifrh.res.in/tender/**

51. Interpretation and Matters Not Specifically Covered

In the event of any discrepancy, ambiguity, omission or matter not expressly covered in this Tender Document, the matter shall be referred to TIFR Hyderabad for clarification and decision by the competent authority, in accordance with the applicable TIFR Rules, Government of India rules, regulations, procurement guidelines and instructions issued from time to time. The applicable Indian Standards (IS) or other relevant technical standards, wherever specified or applicable to the goods being procured, shall be followed. Any clarification, amendment or modification to the tender conditions shall be issued through a formal corrigendum or addendum and published through the prescribed channels, wherever required.

Head, Administration & Finance
TIFR Hyderabad

Annexure – B

Audited Annual Turnover

S.No	Financial/ Accounting Year	Profit (Currency)	Loss (Currency)	Annual Turnover (Currency)
1				
2				
3				

Authorized Signatory with Seal

Note: This Audited Annual Turnover (Annexure – B) for the last 3 years should be certified by Chartered Accountant (CA) (or a Certified Public Accountant / statutory auditor in the bidder's country for foreign bidders) as per the format given above duly signed and stamped by the CA on their letterhead

Annexure – C

Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to other firms.

S.No.	Name of the company with full address	Name of the Project	Purchase Order No. & Date	Brief Item Description with Model No.	Item Value in Currency
Signature					
Name					
Designation					
Name of the Company					
Date					
Seal of the Company					

NOTE: Please attach the copy documents / purchase order copy for the above mentioned details

Annexure – D

INTEGRITY PACT

(To be signed by the Bidder and submitted with PART – A: Technical Bid; to be counter-signed by the Centre Director, TIFR Hyderabad)

This Integrity Pact (hereinafter called "this Pact") is made on this _____ day of _____, 20____,

BETWEEN

Tata Institute of Fundamental Research, Hyderabad, an autonomous institution under the Department of Atomic Energy, Government of India, having its office at Survey No. 36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad – 500 046, Telangana, represented by the Centre Director, TIFR Hyderabad (hereinafter called "the Purchaser", which expression shall, unless repugnant to the context, include its successors and assigns), of the One Part;

AND

M/s _____, a _____ [company / partnership firm / proprietary concern / other], having its registered office at _____, represented by Shri/Smt. _____, _____ [designation], its duly authorised signatory (hereinafter called "the Bidder", which expression shall, unless repugnant to the context, include its successors and permitted assigns), of the Other Part.

WHEREAS the Purchaser has invited bids under Tender No. TIFR/PD/IC26-04/26-27/M/04 dated 06-11-2026 for [Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad] (hereinafter called "the Tender"), and the Bidder intends to submit a bid in response to the Tender;

AND WHEREAS the Purchaser and the Bidder are committed to conducting the procurement, and the execution of the resulting contract (hereinafter called "the Contract"), in a fair, transparent and corruption-free manner;

NOW, THEREFORE, the Purchaser and the Bidder hereby agree as follows:

Section 1 – Commitments of the Purchaser

1.1 The Purchaser shall take all measures necessary to prevent corruption and shall observe the following principles:

(a) no employee of the Purchaser shall, personally or through family members, in connection with the Tender or the execution of the Contract, demand, take a promise for or accept, for himself/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled;

(b) the Purchaser shall, during the tender process, treat all Bidders with equity and reason, shall provide the same information to all Bidders, and shall not provide to any Bidder any confidential or additional information through which that Bidder could obtain an advantage in relation to the tender process or the execution of the Contract; and

(c) the Purchaser shall exclude from the process all persons known to be prejudiced.

1.2 If the Purchaser obtains information on the conduct of any of its employees which constitutes an offence under the Prevention of Corruption Act, 1988, the Bharatiya Nyaya Sanhita, 2023 or any other law for the time being in force, or if there is a substantive suspicion in this regard, the Purchaser shall inform its Chief Vigilance Officer and may, in addition, initiate disciplinary action.

Section 2 – Commitments of the Bidder

2.1 The Bidder shall take all measures necessary to prevent corruption and commits itself to observe the following principles during its participation in the Tender and during the execution of the Contract:

(a) the Bidder shall not, directly or through any other person or firm, offer, promise or give to any employee of the Purchaser involved in the Tender or the execution of the Contract, or to any third person, any material or other benefit to which he/she is not legally entitled, in order to obtain in exchange any advantage during the tender process or the execution of the Contract;

(b) the Bidder shall not enter into any undisclosed agreement or understanding, formal or informal, with other Bidders, in particular with regard to prices, specifications, certifications, subsidiary contracts or the submission or non-submission of bids, or take any other action to restrict competition or to introduce cartelisation in the bidding process;

(c) the Bidder shall not commit any offence under the Prevention of Corruption Act, 1988, the Bharatiya Nyaya Sanhita, 2023 or any other law for the time being in force, and shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, including information contained or transmitted electronically;

(d) a Bidder of foreign origin shall disclose the name and address of its agents or representatives in India, if any, and a Bidder of Indian nationality shall disclose the name and address of its foreign principals, if any; any commission or remuneration payable to an agent or representative in India shall be disclosed in the bid and shall be payable only in Indian Rupees;

(e) the Bidder shall, when presenting its bid, disclose any and all payments made, committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the Contract;

(f) the Bidder shall disclose, at the time of submission of its bid, whether the Bidder, any of its employees or any person acting on its behalf is a relative, as defined in Section 2(77) of the Companies Act, 2013, of any officer of the Purchaser, or whether any such relative has a financial interest or stake in the Bidder's firm; and

(g) the Bidder shall not lend money to, borrow money from, or enter into any monetary dealing or transaction, directly or indirectly, with any employee of the Purchaser.

2.2 The Bidder shall not instigate any third person to commit any of the acts mentioned in Clause 2.1, nor be an accessory to any such act.

Section 3 – Disqualification and Exclusion

3.1 If the Bidder, before the award or during the execution of the Contract, commits a transgression through a violation of Section 2, or in any other form that puts its reliability or credibility in question, the Purchaser shall be entitled, after giving the Bidder a reasonable opportunity of being heard, to disqualify the Bidder from the tender process or to terminate the Contract, if already awarded, and to debar the Bidder from participating in procurement by the Purchaser for such period as is permissible under Rule 151 of the General Financial Rules, 2017.

Section 4 – Compensation for Damages

4.1 If the Purchaser disqualifies the Bidder from the tender process before the award under Section 3, the Purchaser shall be entitled to demand and recover from the Bidder damages equivalent to the amount of the Bid Security (Earnest Money Deposit).

4.2 If the Purchaser terminates the Contract under Section 3, or is entitled to do so, the Purchaser shall be entitled to demand and recover from the Bidder damages equivalent to the amount of the Performance Security.

4.3 The rights under this Section are without prejudice to any other right or remedy available to the Purchaser under the Tender, the Contract or the law.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgression of the nature mentioned in Section 2 has occurred during the last three years, reckoned from the date of submission of its bid, with any company in any country conforming to the anti-corruption approach, or with any Ministry, Department, public sector enterprise or other public body in India, that could justify its exclusion from the tender process. Any transgression of which cognizance was taken by the competent authority before that period but which is pending conclusion shall also be disclosed.

5.2 If the Bidder makes an incorrect statement on this subject, the Purchaser may take action under Sections 3 and 4.

Section 6 – Equal Treatment, Sub-contractors and Joint Ventures

6.1 The Purchaser shall enter into a Pact on identical terms with all Bidders and shall disqualify from the tender process any Bidder who does not sign this Pact or who violates its provisions.

6.2 In case of sub-contracting, the Bidder shall take responsibility for the adoption of this Pact by its sub-contractors. Where a joint venture or consortium is permitted under the Tender, this Pact shall be signed by all its members.

Section 7 – Criminal Charges

7.1 If the Purchaser obtains knowledge of conduct of the Bidder or its sub-contractor, or of any employee, representative or associate of the Bidder or sub-contractor, which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser shall inform its Chief Vigilance Officer, without prejudice to any other action under the law.

Section 8 – Complaints

8.1 No Independent External Monitor has been nominated for this Pact.

8.2 Any complaint by the Bidder regarding a violation of this Pact by the Purchaser or any of its

employees, or regarding any corrupt, fraudulent, collusive or coercive practice in connection with the Tender or the Contract, may be addressed in writing, supported by full and verifiable facts, to the Chief Vigilance Officer, Tata Institute of Fundamental Research (e-mail vtripathi@theory.tifr.res.in)

8.3 Grievances relating to the conduct of the tender process, such as eligibility conditions, specifications or evaluation, shall be dealt with in accordance with the provisions of the Tender Document and not under this Section.

8.4 A complaint under this Section shall not, by itself, stay the tender process or the execution of the Contract.

Section 9 – Facilitation of Investigation

9.1 In case of any allegation of violation of this Pact or of payment of commission, the Purchaser or its agencies shall be entitled to examine all documents of the Bidder relating to the Tender or the Contract, including its books of account, and the Bidder shall furnish the necessary information and documents in English and extend all possible assistance for such examination.

Section 10 – Duration of the Pact

10.1 This Pact shall come into force on the date on which it is signed by both parties. It shall expire, for the Bidder to whom the Contract is awarded, twelve months after the last payment under the Contract and, for all other Bidders, six months after the award of the Contract.

10.2 Any claim made or lodged during the validity of this Pact shall remain binding and valid notwithstanding its expiry, unless it is discharged or determined by the Centre Director, TIFR Hyderabad.

Section 11 – Other Provisions

11.1 This Pact shall form part of the Tender Document and of the Contract. It shall be governed by the laws of India, and the courts at Hyderabad shall have exclusive jurisdiction.

11.2 Any change or supplement to this Pact shall be made in writing. No side agreement has been made.

11.3 Should one or more provisions of this Pact be held invalid, the remaining provisions shall remain valid, and the parties shall strive to agree upon a provision that reflects their original intention.

11.4 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the law in force.

IN WITNESS WHEREOF, the parties have signed this Pact on the date and at the place mentioned below.

For and on behalf of the Purchaser	**For and on behalf of the Bidder**
Centre Director, TIFR Hyderabad	Authorised Signatory
(Name and Seal)	(Name, Designation and Seal)
Place:	Place:
Date:	Date:
Witness 1: (Name & Address)	Witness 1: (Name & Address)
Witness 2: (Name & Address)	Witness 2: (Name & Address)

Financial Bid for Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad.

(Part – B)

Annexure – E

I) Financial bid:

TIFR Hyderabad Enquiry No & Date: ----------
Due date:

Bidder's Quotation Ref No. & Date: ----------

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

S.No.	Item Description as per tender	Make/ Brand/ Type	Qty (Nos)	Rate per unit (Currency)	Total Cost (Currency)
A.	Supply Installation and Commissioning of an 800 MHz NMR Spectrometer to TIFR Hyderabad. (Please quote itemized price including on CIP / CIF cost up to Hyderabad Airport as per the Technical Specification as mentioned at Annexure A). (all inclusive i.e. Cost of Goods, Packing, Insurance warehouse to warehouse, Inland transportation, freight etc.)				

Note:

1. All the column should be appropriately filled and not left blank.
2. Do not include any other charges, taxes, duties etc. in the Basic Cost of the item. The other charges, taxes, duties etc. to be shown separately.
3. Any accessories, optional items may be shown separately using above format.
4. Use separate sheet for detail description, specification of the item, Price breakup for the item(s) mentioned in technical specification but prices should be quoted in the same format.
5. Prices quoted in Indian Currency for indigenous items should be on F.O.R. basis and mention separately using different table format showing all the applicable taxes/Duties like GST, Freight & Transportation charges and installation charges etc. Use separate sheet for detail description, specification of the item, Price breakup for the item(s) mentioned in technical specification but prices should be quoted in the same format.
6. TIFR Hyderabad being educational & research institute, discounted price may be offered.
7. The bidder may clearly indicate the total final price for the complete supply, installation, testing and commissioning of the equipment at TIFR Hyderabad, inclusive of all applicable costs, taxes, duties and charges, as relevant to the offer. The detailed price breakup may be provided in the prescribed format. The final evaluated price and determination of L1 shall be subject to evaluation by TIFR Hyderabad in accordance with the terms and conditions of this tender document.

Signature of the Bidder

Name, Address contact no email id of the bidder/
Company with company's Stamp or Seal Date: _____ **Date:**

Annexure – F

Performance Bank Guarantee Format

In consideration of the TATA INSTITUTE OF FUNDAMENTAL RESEARCH HYDERABAD (hereinafter called "THE TIFR") having agreed under the terms and conditions of Purchase Order No…… dated…….made between. TIFR…and M/s _____.
(hereinafter called "the said Contractor{s}"). For the Purchase Order (hereinafter called "the said Purchase Order") having agreed to production of an irrevocable bank Guarantee for Rs. From the contractor(S) for compliance of his obligations in accordance with the terms and conditions in the said Purchase Order , we (indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the TIFR an amount not exceeding Rs. (Rs… only) on demand by the TIFR.

2. We ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ……
(Rupees… ..... only).

3. We, the said bank, further undertake to pay to the TIFR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We… ..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during period that would taken for the performance of the said Purchase Order and that it shall continue to be enforced till all the dues of the TIFR under or by virtue of the Purchase Order have been fully paid and its claims satisfied or discharged or Purchase Officer on behalf of the TIFR certified that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We… ..... (indicate the name of Bank) further agree with the TIFR that the TIFR

shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the TIFR against the said Contractor(s) and to forbear or enforce any of the terms and condition s relating to the said Purchase Order and we shall not be relieved from or liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance , act or omission on the part of the TIFR or any indulgence by the TIFR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 .This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ... (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent to the TIFR in writing.

8. ..... This guarantee shall be valid up to unless extended on demand by TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ..... Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the …… day of ..... for .....

(indicate the name of Bank)