



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5519593  
Dated/दिनांक : 08-11-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	09-12-2024 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	09-12-2024 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Earth Sciences
<b>Department Name/विभाग का नाम</b>	Department Of Earth Sciences
<b>Organisation Name/संगठन का नाम</b>	National Centre For Antarctic And Ocean Research (ncaor)
<b>Office Name/कार्यालय का नाम</b>	Goa
<b>Total Quantity/कुल मात्रा</b>	1
<b>Item Category/मद केटेगरी</b>	Multi Collector Inductively Coupled plasma Mass Spectrometer
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	Multi Collector ICPMS
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Current Collector, Inductively Coupled Plasma Mass Spectrometer (ICPMS) with Accessories (GSI), Multi Crop Thresher, Multi Crop Planter, Multi function Calibrators, Multi Gas Detector (V1), Single switch IGBT Module, Multi Level Float Switch, Connector Mounting Hardware - Multi Plug, Multi cable transit system
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"><li>• Current Collector</li><li>• Multi function Calibrators</li><li>• Inductively Coupled Plasma Mass Spectrometer (ICPMS) with Accessories (GSI)</li></ul>
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	650 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)</b>	1300 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)

<b>Bid Details/बिड विवरण</b>	
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Past Performance/विगत प्रदर्शन</b>	50 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Comprehensive Maintenance Charges Required</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	4 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	2600000

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

DIRECTOR, NCPOR

If Offline EMD/PBG, it should be in favour of Director, NCPOR and the Original document is to be delivered to the National Centre for Polar and Ocean Research (NCPOR), Ministry of Earth Sciences, Headland Sada, Post-Sada, Goa-403804.

(Director, Ncpor)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public

Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Multi Collector Inductively Coupled Plasma Mass Spectrometer ( 1 set )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज	<a href="#">Download</a>
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Comprehensive Maintenance	
Warranty of required product	2 Year
Comprehensive Maintenance Duration (Post Warranty)	3 Year

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Pradeep Kumar Singh	403804, Director National Centre for Antarctic Ocean Research Headland Sada, Vasco-da-gama,	1	120

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

**2. Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

**3. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- (i) The Bidder has to upload catalogue/brouchure of the offered product.
- (ii) Detailed compliance on the bid technical specifications to be uploaded.
- (iii) **Bidder Earnest Money Deposit (EMD)** - As per GeM General Terms & conditions, scanned copy of EMD shall be uploaded by Seller in the online bid and original copy of the same will have to be submitted directly to the Buyer mentioned delivery address within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.
- (iv) **Performance Bank Guarantee (PBG)** - As per GeM General Terms & conditions, the Online PBG or Offline PBG must be submitted by Seller to the Buyer within 30 days of award of contract on Ge M. The payments to the seller shall become due only after receipt of Performance Bank Guarantee by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Bank Guarantee.
- (v) If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Bank Guarantee furnished by the Seller.
- (vi) The Bidders to provide basic details sought in Buyer Added Specific ATC.
- (vii) The amount of Agency Commission, (not exceeding the prescribed limit) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.
- (viii) **Undue profiteering:** Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the OEM prices or

to terminate the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

- (ix) **Book Examination Clause:** The Procuring Entity reserves the right for 'Book Examination' as follows: The Bidder/contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor. The contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have power, mutatis mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities. If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level. The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.
- (x) **Reasonableness of Rates Received:** Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per bid document, reject any or all bids; abandon/ cancel the bid process and issue another tender for the identical or similar Goods.

#### 4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

#### 5. **Turnover**

**Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

#### 6. **Turnover**

**OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 7. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**8. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**9. Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**10. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**11. Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

**12. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Director, NCPOR  
payable at  
Vasco Da Gama

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**13. Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

**14. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Director, NCPOR  
Account No.  
10153336180  
IFSC Code  
SBIN0004116  
Bank Name  
State Bank of India

Branch address

SBI Commercial Branch, VidhyadhirajBhavan, F L Gomes Road, Vasco Da Gama, GOA-403802.

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 15. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director, NCPOR  
payable at  
Vasco Da Gama

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director, NCPOR

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 17. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director, NCPOR  
Account No.  
10153336180  
IFSC Code  
SBIN0004116  
Bank Name  
State Bank of India  
Branch address

SBI Commercial Branch, VidhyadhirajBhavan, F L Gomes Road, Vasco Da Gama, GOA-403802.

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 18. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 19. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 20. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of



delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 21. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 22. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

#### 23. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

## **Additional Clause For Comprehensive Maintenance Charges**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer’s technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No” options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$  and so on

C – Cost for equipment quoted and n shall be number of years of product warranty specified. If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5 shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period,applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges.The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification.Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis.The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13.CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**Supply, Installation, Testing & Commissioning of Collision Cell equipped Multi Collector Inductively Coupled plasma Mass Spectrometer (MC-ICPMS) –QTY 01 No.**

Sr. No.	ITEM SPECIFICATIONS	Complied/ Not Complied	REMARKS (if any)																																								
A	<b>Supply, Installation, Testing &amp; Commissioning of Collision Cell equipped Multi Collector Inductively Coupled plasma Mass Spectrometer (MC-ICPMS) –QTY 01 No.</b>																																										
	<b>BRAND: MODEL:</b>																																										
1.	Introduction: These specifications are for collision cell equipped MC-ICPMS for determination of elemental isotope ratio in liquid samples through direct nebulization and in solid samples by in-situ laser ablation. The instrument should be versatile in nature and capable of measuring isotopic abundance of selected elements (Table1) with high precision and accuracy. The instrument must incorporate new technological advances to eliminate polyatomic interfering species through a collision cell. The utilization of the instrument will not be restricted to the measurement scheme below, but also for the research and development of new isotope systematics, determination techniques, and analytical methodology. Bidders are requested to highlight additional features of their instrument that would enable the users at NCPOR to utilize the instrument to establish cutting-edge isotope analytical methods. Following are the isotope systematics we intend to measure:																																										
	<b>(Table1) ISOTOPE SYSTEMATICS OF PRIMARY INTEREST</b>																																										
	<table border="1" data-bbox="150 1223 1120 2107"> <thead> <tr> <th data-bbox="150 1223 619 1267"><b>Systematics</b></th> <th data-bbox="619 1223 1120 1267"><b>Masses to be measured</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="150 1267 619 1312">U-Th Series Dating</td> <td data-bbox="619 1267 1120 1312">228, 229, 230, 232, 234, 235, 238</td> </tr> <tr> <td data-bbox="150 1312 619 1379">Pb Geochronology (with Hg and Bi)</td> <td data-bbox="619 1312 1120 1379">202, 203, 204, 205, 206, 207, 208, 209</td> </tr> <tr> <td data-bbox="150 1379 619 1447">Hf Isotopes</td> <td data-bbox="619 1379 1120 1447">171, 173, 174, 175, 176, 177, 178, 179, 180, 181, 183</td> </tr> <tr> <td data-bbox="150 1447 619 1514">Sm-Nd Isotopes (with Ce)</td> <td data-bbox="619 1447 1120 1514">140, 142, 143, 144, 145, 146, 147, 148, 149, 150, 152</td> </tr> <tr> <td data-bbox="150 1514 619 1559">Ba Isotopes (with Xe)</td> <td data-bbox="619 1514 1120 1559">131, 132, 134, 135, 136, 137, 138</td> </tr> <tr> <td data-bbox="150 1559 619 1603">Mo Isotopes</td> <td data-bbox="619 1559 1120 1603">92, 94, 95, 96, 97, 98, 100</td> </tr> <tr> <td data-bbox="150 1603 619 1648">Sr Isotopes (with Rb and Kr)</td> <td data-bbox="619 1603 1120 1648">82, 83, 84, 85, 86, 87, 88</td> </tr> <tr> <td data-bbox="150 1648 619 1693">Cu Isotopes</td> <td data-bbox="619 1648 1120 1693">63, 65</td> </tr> <tr> <td data-bbox="150 1693 619 1738">Zn Isotopes (with Ni)</td> <td data-bbox="619 1693 1120 1738">62, 63, 64, 65, 66, 67, 68, 70</td> </tr> <tr> <td data-bbox="150 1738 619 1783">Ni Isotopes (With Fe)</td> <td data-bbox="619 1738 1120 1783">56, 58, 60, 61, 62</td> </tr> <tr> <td data-bbox="150 1783 619 1827">Fe Isotopes (with Cr and Ni)</td> <td data-bbox="619 1783 1120 1827">52, 53, 54, 56, 57, 58, 60</td> </tr> <tr> <td data-bbox="150 1827 619 1872">Cr Isotopes (with Ti)</td> <td data-bbox="619 1827 1120 1872">49, 50, 51, 52, 53, 54, 56</td> </tr> <tr> <td data-bbox="150 1872 619 1917">Ca Isotopes</td> <td data-bbox="619 1872 1120 1917">42, 43, 44, 46, 48 (and if possible, mass 40)</td> </tr> <tr> <td data-bbox="150 1917 619 1962">K Isotopes</td> <td data-bbox="619 1917 1120 1962">39, 41 (and if possible, mass 40)</td> </tr> <tr> <td data-bbox="150 1962 619 2007">S Isotope</td> <td data-bbox="619 1962 1120 2007">32, 33, 34, 36</td> </tr> <tr> <td data-bbox="150 2007 619 2051">Si Isotopes</td> <td data-bbox="619 2007 1120 2051">28, 29, 30</td> </tr> <tr> <td data-bbox="150 2051 619 2096">Mg Isotopes</td> <td data-bbox="619 2051 1120 2096">24, 25, 26</td> </tr> <tr> <td data-bbox="150 2096 619 2141">B Isotopes</td> <td data-bbox="619 2096 1120 2141">10, 11</td> </tr> <tr> <td data-bbox="150 2141 619 2186">Li Isotopes</td> <td data-bbox="619 2141 1120 2186">6, 7</td> </tr> </tbody> </table>	<b>Systematics</b>	<b>Masses to be measured</b>	U-Th Series Dating	228, 229, 230, 232, 234, 235, 238	Pb Geochronology (with Hg and Bi)	202, 203, 204, 205, 206, 207, 208, 209	Hf Isotopes	171, 173, 174, 175, 176, 177, 178, 179, 180, 181, 183	Sm-Nd Isotopes (with Ce)	140, 142, 143, 144, 145, 146, 147, 148, 149, 150, 152	Ba Isotopes (with Xe)	131, 132, 134, 135, 136, 137, 138	Mo Isotopes	92, 94, 95, 96, 97, 98, 100	Sr Isotopes (with Rb and Kr)	82, 83, 84, 85, 86, 87, 88	Cu Isotopes	63, 65	Zn Isotopes (with Ni)	62, 63, 64, 65, 66, 67, 68, 70	Ni Isotopes (With Fe)	56, 58, 60, 61, 62	Fe Isotopes (with Cr and Ni)	52, 53, 54, 56, 57, 58, 60	Cr Isotopes (with Ti)	49, 50, 51, 52, 53, 54, 56	Ca Isotopes	42, 43, 44, 46, 48 (and if possible, mass 40)	K Isotopes	39, 41 (and if possible, mass 40)	S Isotope	32, 33, 34, 36	Si Isotopes	28, 29, 30	Mg Isotopes	24, 25, 26	B Isotopes	10, 11	Li Isotopes	6, 7		
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2	<b>DESCRIPTION OF THE INSTRUMENT</b>																																										

	<p>This specification describes magnetic sector mass spectrometer (MC-ICPMS) that is equipped with inductively coupled plasma (ICP) ion source and capable of measuring isotopic ratios of multiple elements in solid and liquid samples. The instrument should be equipped with an electrostatic analyser (ESA) as part of a double focussing system or an alternative system for reducing the spread in ion energy of the focused ion beam(s). The mass spectrometer must have multiple detectors and this detector array should permit dynamic and static multi-collector analysis of isotopes across the mass spectrum 4 to 300amu, employing multiple-Faraday cups and ion-counting device(s) used either exclusively or together. In case of fixed collector array, an electrostatic zoom lens should be used for collection of ion beams. In case where collector positions are movable, collection of ion beams should be achieved via software- controlled movement of collectors. Sample introduction to the plasma source shall be via nebulizer and spray chamber, desolvation or hydride generation nebulizer system in the case of liquids and via laser ablation in the case of solids. Further, the sample introduction system should have a means of removing waste solutions, via a peristaltic pumping system. The mass spectrometer should be equipped with high resolution features to permit the measurement of 'interference' free isotopes of elements such as iron, silicon, potassium, calcium etc. The mass resolution settings should allow for low (<math>m/\Delta m &gt; 300</math>), medium (<math>m/\Delta m &gt; 6000</math>) and high (<math>m/\Delta m &gt; 9000</math>) resolution analyses. The MC-ICPMS must be supplied with all its peripherals (e.g., plasma interface, collision/reaction cell, ICP source, desolvating inlet system, auto-sampler and computer control etc.). The instrument must be supported by advanced operating software capable of unattended as well as remote operation through internet and suitable data reduction routines along with capability for real-time monitoring of all important instrumental parameters.</p>		
3	<p>ICP SAMPLE INTRODUCTION SETUP: Sample introduction system for solution mode: The instrument should be supplied with standard and complete sample introduction system including:</p>		
1.	<p>Peristaltic Pump: Peristaltic pump should be software controlled with variable uptake speed.</p>		
2.	<p>Nebulizer: Self-aspirating PFA nebulizers with provision for sample flow rates of 35, 50, 100 and 200 microliter/minute. Nebulizer should have attached probe and have a tube length of about 80 to 120cm. Two set of each nebulizer should be quoted.</p>		
3.	<p>Desolvating nebulizer: Desolvating nebulizer for isotope ratio measurement with integrated gas and temperature controllers. At least one each of a desolvating nebulizer with and without membrane option should be quoted.</p>		
4.	<p>Spray chambers: One each of cyclonic, double pass Scott-type of quartz and PFA make that are compatible to the instrument should be quoted. Micro-cyclonic spray chamber (Quartz &amp; PFA) with low internal volume should also be quoted.</p>		
5.	<p>Hydride generator: Hydride generator for determination of elements with high ionization potential should be quoted.</p>		
6.	<p>Auto sampler: A compact auto sampler with small footprint, short sample path (essential for smaller sample size) and a protective cover to prevent sample contamination. It should have dual flowing rinse stations, which can operate in gas displacement or peristaltic-pump mode. It should have at least 48 sample holders and should be compatible with sample volumes as low as 500<math>\mu</math>L and up to 22ml. Other options of sample rack configuration, if any, should be quoted separately. The operational voltage should be 240VAC (50Hz). It should be compatible and integrated with</p>		

		instrument software.		
	7.	Plasma torch: The torch position movement control in the x, y and z axes should be computerised, ensuring rapid and reproducible optimization of the plasma position; a viewing port shall be provided that allows direct observation of the plasma torch. Two sets of quartz torch should be quoted.		
	8.	Injector: The Injectors should be made of quartz and platinum. Two sets of each injector should be quoted.		
	9.	Mass Flow controller: The Mass Flow controllers (MFC) of ICP torch and nebulizer gas supplies should permit tuning for optimum stability and precision; there should be the capacity to add at least two additional flow controllers (e.g., for helium, nitrogen, or argon). Preferably 5 MFCs (cool, plasma, sample, additional-1, and additional-2 gas) should be present.		
4.	<b>ICP SOURCE</b>			
	1.	The ICP-source should not be air cooled. Compact and low noise appropriate chiller(s) for plasma interface and other water-cooled components should be provided.		
	2.	The inductively coupled plasma ion source shall be a high efficiency source incorporating a field-proven solid state RF generator with a stability of better than 1% and an automatic RF matching network ensuring low reflected RF power at all times.		
	3.	Automated software-controlled alignment facility of plasma torch with X-Y-Z movement for optimal positioning for obtaining maximum analyte signal sensitivity.		
	4.	The inlet system of the ICP source should be compatible with alternate sample introduction system that is commercially available (laser ablation and desolvating inlet systems).		
5.	<b>ION EXTRACTION INTERFACE</b>			
	1.	Standard and high sensitivity Nickel and Platinum based outer sampler cone and an inner skimmer cone should be provided for maximum sensitivity, stability, and precision. Two sets of each cone type should be quoted.		
	2.	The interface should come equipped with high efficiency ion transmission features for improved sensitivity.		
	3.	The plasma interface must have software-controlled gate valve so that high vacuum can be isolated from the plasma side.		
6.	<b>COLLISION/ REACTION CELL</b>			
	1.	The system should be equipped with Collision/ Reaction cell to remove the interference either physically or chemically. To precisely measure the isotopes such as 40K, 40Ca and 56Fe, the instrument should have option to use collision/ reaction cell (CRC) to isolate interfering isobaric ions. An option to use the instrument by disabling collision/reaction cell while doing isotope analysis that do not require correction/isolation for interfering isobaric ions should be available.		
	2.	For sector field mass spectrometers utilizing chemical resolution (collision/ reaction cell), a potential list of gases to be utilized in collision / reaction mode operation should be provided. A standard set of MFCs for these gases should be included in the quotation. At least two mass flow controller (MFC) system with gas purifiers should be included (for He and H2 gases). For additional gases, suitable number of compatible MFC must be provided. There must be a provision to mix/combine gases prior to entry into the collision/reaction cell.		
7.	<b>MASS ANALYZER</b>			
	1.	The mass spectrometer should be capable of scanning mass: charge ratio (m/z) from 4 to 300 amu.		

2.	Mass Analyser: Double focusing-type Mass Analysers consisting of electrostatic analyser (ESA) and electromagnetic analyser providing high resolution capability for obtaining flat-top peaks for various isotopes.		
3.	Magnet: The magnet should be a low hysteresis laminated magnet with efficient temperature control and compensation to achieve stable high resolution. The magnet power supply shall be controlled via field regulation. Capabilities shall include scanning of the magnet field via computer, both up and down at selected step size, over a narrow mass region (less than 1 m/z unit) as well as over the entire mass range from masses 4 to 300 amu. The mass position (m/z) readings shall be automatically calculated using latest mass calibration and displayed on the computer monitor. For magnet stability, seller should specify drift in Hall probe or field probe sensor noise and drift over a 1-hour period.		
4.	Minimum required mass resolution: Resolving power (at 10% valley definition) as the ratio (M/ΔM) of the instrument should be selectable at least in three categories – Standard (low), Medium and High. Resolution as a function of relative ion transmission should be as follows:		
<b>Table 2 : Mass resolution</b>			
	<b>Resolution</b>	<b>M/ΔM</b>	<b>Ion transmission (relative) (Relative transmission is with respect to standard resolution taken as 100%)</b>
	Standard (low)	≥300	100%
	Medium	≥6000	>10%
	High	≥9000	>5%
Equivalent figure of merit for mass spectrometer utilizing chemical resolution should be specified.			
5.	Resolving Power: The instrument should be able to achieve high resolution with resolving power of >9000 (e.g., mass 56Fe, which can resolve the molecular interference from ArO <sup>+</sup> isotopes with demonstrated flat-top peak).		
6.	Chemical Resolution: While utilizing chemical resolution (collision/reaction cell) a potential list of gases to be utilized in collision and / or reaction mode operation should be provided. A standard set of MFCs for these gases should be included in the quotation.		
7.	Stability: The instrument shall have a system stability, which is measured as peak stability, including drift of magnetic field and electric field < 50 ppm/hr (Measured for Nd mass range).		
8.	<b>DETECTOR SPECIFICATIONS</b>		
A suitable combination of Faraday Cups and Ion Counting devices should be provided to cater the needs of simultaneous collection of ions of different masses required in a wide range of applications of isotope systematics as tabulated above. The magnet, flight tube and collector array shall be adequate for the simultaneous mass range of ~17% (i.e., <sup>202</sup> Hg to <sup>238</sup> U or <sup>6</sup> Li to <sup>7</sup> Li).			
1.	<b>Faraday cups:</b> A minimum of eleven(11) Faraday Cups (FC) and an ion counting devices in the detector block with necessary electronics and amplifiers should be part of the mass spectrometer. In case of fixed collector array, an electrostatic zoom lens should be used for collection of ion beams. In case where collector positions are movable, collection of ion beams		

		should be achieved via software-controlled movement of collectors including in-situ position read-back and the precision of cup movements should be < 10µm.		
	2.	<b>Amplifiers / resistors:</b> Each Faraday cup should be fitted with 1011 Ω resistor. The instrument should also be provided with at least 5 additional resistors of either 10 <sup>12</sup> or 10 <sup>13</sup> Ω. These additional resistors could be stand alone or dual type with integrated gain calibration and baseline determination features. The collector array should also be fitted with at least one SEM or one Daly detector with high stability and low background noise and good linearity over a large dynamic range.		
	(a)	<b>For 10<sup>11</sup> Ω resistors:</b> Dynamic Detection Range of ≥50V Noise levels: ≤ 20µV at 5 second integration time or better Detection Signal Decay: ≤10 ppm after 2 seconds or better		
	(b)	<b>For 10<sup>12</sup> Ω resistors:</b> Dynamic Detection Range of ≥5V Noise levels: ≤10µV at 5 second integration time or better Detection Signal Decay: <100ppm after 5 seconds or better.		
	(c)	<b>For 10<sup>13</sup> Ω resistors:</b> Dynamic Detection Range of ≥0.5V Noise levels: ≤5µV at 8 second integration time or better Detection Signal Decay: <100ppm after 8 seconds or better.		
	3.	There should be provision that any combination of faraday cup and amplifier can be selected on a routine basis through software, or there should be provision for sufficient number of Faraday Cups and amplifiers that multiple isotope systematics over a dynamic signal intensity range can be determined. Faraday cups and associated amplifier system should have minimum calibration error (cup bias).		
	4.	Mass calibration, ion counter efficiency and gain calibration can be performed from the operating software.		
	9.	<b>ABUNDANCE SENSITIVITY:</b> Abundance sensitivity (measured at mass <sup>237</sup> U w.r.t. <sup>238</sup> U mass) should be ≤ 5ppm without any type of deceleration filter (RPQ / WARP filters) and 500 ppb or better by applying deceleration filter.		
	10.	<b>VACUUM SYSTEM:</b>		
	1.	The vacuum pumping systems MUST be able to achieve vacuum levels of: (a) better than 2×10 <sup>-8</sup> mbar in the collector area and (b) better than 10 <sup>-7</sup> mbar in the electrostatic analyzer area. The following are the vacuum specifications:		
	(a)	Expansion chamber (between cones): better than 4 mbar		
	(b)	Extraction region: better than 10 <sup>-3</sup> mbar		
	(c)	ESA region: better than 10 <sup>-7</sup> mbar		
	(d)	Analyzer region: better than 2 x 10 <sup>-8</sup> mbar		
	2.	Isolation valves must be placed at appropriate position in the flight tube to ensure vacuum isolation between the source and analyzer regions and operable by the software and/or manually.		
	11.	<b>ELECTRONIC COMPONENTS:</b> All electronic modules necessary for full operation shall be provided; they shall be mounted in the instrument or in auxiliary rackmounts. State-of-the-art solid-state control electronics shall be used throughout. Electronic boards, or their components, where applicable should be readily replaceable in the event of failure. The source and analyzer pressures shall be monitored independently using appropriate range vacuum gauges. A display of important instrumental parameters shall be provided on the computer, including turbo and ion pump status.		



12.	<b>COMPUTER AND SOFTWARE:</b>			
	1.	<b>Operating Computer:</b> The instrument should come with two sets of dedicated computer system (one for running the instrument and another for data processing). The computer should have the latest windows operating system and should be compatible with the instrument software. The system should have the latest available configuration (Intel core I7 processor, 1TB SSD and 16 Gb RAM or better), and a secondary hard-drive, integrated in the CPU, that duplicates the operation of the hard-drive in real time. The computer system must include a dual layer DVD writer, a minimum eight number of USB ports, Wi-Fi connection and two LAN connection. Each computer system should be supplied with two monitors (27" LED screen each or bigger). In addition, the vendor should supply two external storage devices of 2 TB capacities each.		
	2.	<b>Printer:</b> Two laser printers (one color and one black and white) should be supplied with the system. The printer should have USB as well as ethernet connectivity; Automatic Duplex printing (both side printing) with photocopy/scanning option; 1200 X 1200 print quality or better should be supplied.		
	3.	<b>Software:</b> The operational software should be capable of fully integrated operation of the mass spectrometer and the sample inlet systems. It should also support other peripheral systems (such as third-party laser ablation, peri-pumps, and auto-sampler). Software upgrades should be supported for at least 10 years at no additional cost.		
13.	<b>INSTRUMENT PERFORMANCE GUARANTEE:</b>			
	The quotation MUST include full performance figures of merit of the instrument, including sensitivity, accuracy and precision for short- and long-term analyses of standard solutions of Li, B, Sr, Nd, Pb, and U. The following are selected few performance guidelines that the supplier must guarantee to demonstrate on the proposed machine.			
	i)	The sensitivity, accuracy, and precision, determined on standards recognized by the geochemical community, using high purity ICP-MS element concentration standards, for the isotope determination performed at 200 ppb or lower concentration should be demonstrated as follows:  $^{238}\text{U}/^{235}\text{U}$ ( $\pm 500$ ppm, $2\sigma$ ) $^{206}\text{Pb}/^{204}\text{Pb}$ ( $\pm 0.15\%$ , $2\sigma$ ) $^{143}\text{Nd}/^{144}\text{Nd}$ ( $\pm 50$ ppm, $2\sigma$ ) $^{87}\text{Sr}/^{86}\text{Sr}$ ( $\pm 50$ ppm, $2\sigma$ )		
	ii)	The sensitivity, accuracy and external precision, determined on standards recognized by the geochemical community, using high purity ICP-MS element concentration standards, for isotope determinations performed at 10 ppb or lower concentration should be demonstrated as follows:  $\delta^{11}\text{B}$ ( $\pm 0.30\%$ , $2\sigma$ ) $\delta^7\text{Li}$ ( $\pm 0.35\%$ , $2\sigma$ )		
	iii)	The following Table 3 specifies the sensitivity and precision required to be demonstrated for isotope ratios of various elements. For reporting of the sensitivity, the exact sample introduction setup should be mentioned, and for internal- and external precision the exact number of ratios determined (cycle / block) and the number analyses averaged (n) should be provided. The total mass of analyte consumed per analyses and detector / amplifier utilized must be mentioned.		
		<b>Table 3: Sensitivity and precision</b>		

	Elements	Sensitivity* Better than (V/ppm)	Isotope Ratios	Internal Precision (2RSE**) better than	External† precision (2SD**) better than		
	Lithium	60	$^6\text{Li}/^7\text{Li}$	0.8 ‰	1‰		
	Iron	15	$\delta^{56}\text{Fe}$	0.05‰	0.05‰		
	Potassium		$^{41}\text{K}/^{39}\text{K}$	50ppm	100ppm		
	Calcium		$^{42}\text{Ca}/^{44}\text{Ca}$	50ppm	100ppm		
	Calcium		$^{40}\text{Ca}/^{44}\text{Ca}$	100ppm	200ppm		
	Elements	Sensitivity* Better than (V/ppm)	Isotope Ratios	Internal Precision (2RSE**) better than	External† precision (2RSD**) better than		
	Strontium	100	$^{87}\text{Sr}/^{88}\text{Sr}$	25ppm	50ppm		
	Neodymium	150	$^{143}\text{Nd}/^{144}\text{Nd}$	25 ppm	50ppm		
	Hafnium	175	$^{176}\text{Hf}/^{177}\text{Hf}$	40ppm	80ppm		
	Uranium	200	$^{235}\text{U}/^{238}\text{U}$	500ppm	1000ppm		
	Lead	200	$^{206}\text{Pb}/^{204}\text{Pb}$	200ppm	400ppm		
	<p>* On Faraday cup with standard amplifier under dry plasma (desolvating nebulizer) and solution uptake of ~0.1 ml/minute.  ** RSE = Relative Standard Error, SD = Standard Deviation, RSD = Relative Standard Deviation.  † Precision is defined as <math>2\sigma</math> of 10 subsequent runs (sample-standard bracketing). In the case of Li, it or should be <math>2\sigma</math> of five delta values (total analysis time should be close to or less than 20min for each run).</p>						
14.	<b>INSTRUMENT PERFORMANCE:</b>						
	1.	Quotation should include full specification of mass spectrometer performance, including both internal and external precision in measurement for most of the isotope systems mentioned above. The service engineer must demonstrate performance parameters of the instrument(s) as mentioned in the brochure and/or quoted in the technical bid submitted by the vendor at the time of installation at NCPOR.					
	2.	Quotation to include clear, unambiguous statements of expected routine performance of the various preparation systems in combination with the mass spectrometers. It should state the overall precisions derived from analyses of multiple replicate samples of standard materials, with a clear indication of any effects in relation to sample size.					
	3.	Relevant technical / scientific publications related to the instrument should be provided in support of claims of performance.					
15.	<b>ACCESSORIES AND SPARES:</b>						
	The offer should include all accessories/ spares/ consumables for the entire system and its peripherals, which are not covered under the 2 years comprehensive warranty and are essential (in the opinion of supplier) for ensuring trouble-free performance of the system at least for 2 years. Where operation requires provision of liquid, gases, compressed air or compressed gases, the offer should be provided including all appropriate connectors, valves and control systems for these. A list of spares and consumables should be provided. The offer should also include following essential accessories and quoted preferably in Indian rupees.						
	1.	<b>Modular 40kVA UPS system:</b> Supply, installation, testing and commissioning of Modular type 40 KVA (20 KVA X 2 Nos. power module) on-line UPS system with dual parallel battery bank to work as complete (100%) redundant					

		system, from a reputed brands/ manufacturers that has after sales and service in India, with salient feature mentioned below and with batteries: The system should have following features:		
	(a)	Hot swappable power module.		
	(b)	3 phase Input and 3 phase Output.		
	(c)	In-built isolation transformer.		
	(d)	Voltage regulation of +/- 1% regulation.		
	(e)	True sine wave.		
	(f)	Total harmonic distortion less than 3% max.		
	(g)	DC to AC efficiency continuous duty with instantaneous sine wave control inverter.		
	(h)	With manual by pass mode (Static Change Over Switch).		
	(i)	Output PF at 0.95 to unity (at 40 Deg. Temp.).		
	(j)	UPS Should have digital display indicating all parameters.		
	(k)	Shall also be provided with potential free contacts & ports compatible for BMS&LAN connectivity.		
	2.	<b>Battery:</b> Supply, Installation, Testing and Commissioning of dual battery bank with Sealed maintenance free (SMF) batteries for 30 minutes back up time.		
	(a)	Each battery shall be of 12 Volts.		
	(b)	The rate shall also include supply and installation of suitable rating Battery Bank Isolators installed in metal enclosure.		
	(c)	Battery rack made of suitable MS angle iron painted with primer & 2 or more coat of epoxy paint.		
	(d)	Suitable copper conductor cable for connectivity between UPS& battery set and 10sq.mm copper linking cable for battery-to-battery connection in series.		
	3.	<b>Argon Gas Cylinders and Manifold:</b> Quotation should include two manifolds of 6 cylinders each (12 cylinders) with auto switchover along with all necessary connectors, regulators and valves. Twelve additional cylinders (for back up) must be supplied along with the instrument (total 24 Argon cylinders). Two sets of high purity filled cylinders of each gas (NH3, He, H2) required for collision/ reaction cell should also be provided. The quotation should include all the costs required for plumbing, connection and installation of gas line/manifold.		
	4.	<b>Fume exhaust:</b> A fume exhaust system that complies with the international standards and equipment requirements should be supplied and installed at the site for removal of the gases emerging from the Instrument.		
	5.	<b>Manual and tools:</b> Full service and / software manual with complete service diagrams and description should be provided both in soft copy and hard copy. Any specific mechanical tools required for servicing or repair should be provided.		
	6.	<b>Dehumidifier</b> The supplier should provide three portable dehumidifiers with following specifications:		
	(a)	Tank storage capacity of between 8 and 12 liters.		
	(b)	Water extraction capacity of 20 liter or more per day.		
	(c)	Adjustable fan Speed or modes		
	(d)	Automatic power off when tank is full, and tank can be easily emptied.		
	(e)	Outer non-metallic body		
	(f)	Digital screen to display the relative humidity		
	(g)	Input power 220V/50Hz		
16.		<b>ADDITIONAL REQUIREMENTS:</b>		

	1.	The technical specifications listed above are a minimum indicative. The ease of operation and maintenance, the ability to integrate the latest technology, and after-sales service facilities are some of the key factors in the evaluation process.		
	2.	The details, credentials, and experience of individuals who are factory trained service engineers of the quoted model of mass spectrometer and is currently in India or at the nearest service hub should be submitted with the offered quotation.		
	3.	The quotation should include all costs including logistics support required to complete the installation at NCPOR.		
	4.	Quotation should include the lifting gear of the magnet and other heavy parts to ensure safe placement on the bench during installation.		
	5.	During installation, one OEM engineer with prior experience of installing the same class of instrument should be present till the completion of Installation, Testing & Commissioning of the instrument at NCPOR.		
	6.	The Vendor should certify and confirm availability of spares, service support and both hardware and software upgradation for at least 10 years from the year of installation.		
	7.	<b>List of users:</b> List of user laboratories of an instrument of similar configuration and scientific application must be provided with the contact details (e-mail, phone & name) of the person-in-charge of the instrument, model and date of installation.		
	8.	<b>Accessories, spares and consumables:</b> A comprehensive list/manual of accessories, spares and consumables with catalogue/part number should be provided.		
	9.	<b>Demonstration of performance:</b> NCPOR reserves the right to ask the bidder for demonstration of any technical specifications and performance of the quoted model, at any available user site in India or at the factory / preferred demonstration site of the company, as a part of technical evaluation.		
17.	<b>TRAINING:</b>			
	1.	<b>In-house training:</b> After the successful installation of the mass spectrometer and its peripherals, at least five personnel from NCPOR should be provided with hands-on and in-depth training (at least for five days) on the software, operation, maintenance and application of the instrument by OEM engineer. The cost of an on-site training session should be part of the quotation.		
	2.	<b>Factory training:</b> After successful installation of the system and its peripherals, two selected scientific/technical personnel from NCPOR should be provided with hands-on and in-depth training on the operation, maintenance and application of the MC-ICPMS system by factory engineer for a period of not less than 15 working days. Vendor should quote all-inclusive for travel, accommodation etc.		
18.	<b>WARRANTY:</b>			
	1.	Provided the installation site is ready, Instrument installation must be completed within 6 months of delivery at NCPOR. Else, any delay in installation may attract Liquid damages and will require equal amount of extension in the warranty period.		
	2.	The entire instrument including peripherals and other supplies (including parts, labor, out sourced items, computers, UPS etc. whether supplied with the main equipment or arranged locally) should have a two-years comprehensive warranty. The warranty of the instrument and all out sourced items (e.g. autosampler, UPS and desolvating sample introduction etc.) should start from the day of final installation and commissioning of the instrument.		

	3.	The supplier should ensure that any instrumentation breakdown is resolved within a maximum of 15 working days. In the unlikely event that the issue cannot be rectified within 30 days due to the non-availability of spare parts or required expertise, the supplier will extend the Warranty for the instrument by the number of days equivalent to the delay, starting from the date the issue was reported.		
19.	<b>COMPREHENSIVE MAINTENANCE:</b>			
	1.	After expiry of the Warranty period, a three-year comprehensive maintenance contract (CMC) of the instrument and associated peripherals (including parts, labor, out sourced items, computers, UPS etc., whether supplied with the main equipment or arranged locally) should be quoted on a yearly basis.		
	2.	Scope of CMC : Items/services included in CMC:		
	(a)	All parts (including out sourced items, autosampler, computers, UPS, gas connections and exhaust etc., whether supplied with the main equipment or arranged locally).		
	(b)	All the repair, shipping and labor costs.		
	(c)	All the software maintenance and updates should be provided.		
	(d)	Two preventive maintenance visits and two breakdown visits in a year.		
	(e)	Online, telephonic, email and on-site support on a priority basis within 3 working days.		
	3.	The supplier will ensure that any instrumentation breakdown is resolved within a maximum of 15 working days. In the unlikely event that the issue cannot be rectified within 30 days due to the non-availability of spare parts or required expertise, the supplier will extend the CMC for the instrument by the number of days equivalent to the delay, starting from the date the issue was reported.		
20.	<b>PRE-INSTALLATION GUIDELINE:</b> A comprehensive guideline/list of requirements for site preparation (e.g. air conditioner, and power requirements etc.) and installation of pre-installation infrastructure with their specifications is to be provided by the manufacturer.			
21.	<b>INSTALLATION:</b> The complete installation of the supplied INSTRUMENT system should be carried out by the engineer deputed from the factory. All the expenses including travel, accommodation etc. towards this should be included in the quote. It is the responsibility of the vendor to ensure that all the required accessories and ancillary items are included in the quotation for carrying out the installation, standardization, optimization and calibration of the instrument. The supplied system should be complete in itself in all respects to take up the sample analysis at the NCPOR premises.			
22.	<b>OTHER TERMS AND CONDITIONS:</b>			
	I	The OEM should have at least 5 years of well established national/international presence of manufacturing MC ICPMS & other similar spectrometer instruments. Bidder has to submit at least 01 single Purchase order of Rs 10,40,00,000 or 02 single Purchase order of Rs 7,80,00,000.00 or 03 single Purchase order of Rs 5,20,00,000.00 with order completion certificate in last 5 years ending September 2024. Purchase orders/contracts/OEM, Catalogue etc to provide in support.		
	II	Bidder should have positive balance sheet of 3 years in last 5 years. Please submit audited balance sheet.		

III	The Bidder must submit a point-wise compliance statement in the technical bid along with documentary proof. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.		
IV	The Bidder must submit necessary catalogues, data sheets, application notes etc., along with the bid for validating the specification.		
V	Vendors must provide pre-installation requisites along with the tender clearly citing the space requirement/dimension of the individual modules.		
VI	Pl. provide the approximate weight and dimension of the quoted equipment.		

**\*\* Please note: Bidders to submit compliance on all the mentioned points along with the requested detailed specifications and brochure for the Quoted/Offered item. Signed & sealed on each page.**

# **BIDDER DETAILS FORMAT**

(Mandatory details to be submitted along with the Bid Documents)

<b>A</b>		<b>Company Information of the Bidder/Service Provider:</b>
<b>1</b>	<b>Company Name in full as per GeM:</b>	
<b>2</b>	<b>Address in full as per GeM:</b>	
<b>3</b>	<b>Contact Name &amp;No.:</b> 1) Primary 2) Secondary	
<b>4</b>	<b>Email id:</b> 1) Primary 2) Secondary	
<b>5</b>	<b>GST No.</b>	
<b>B</b>		<b>Bank Information of the Bidder/Service Provider:</b>
<b>1</b>	<b>Bank Account Number:</b>	
<b>2</b>	<b>Bank Account Type:</b> Savings/Current Account.	
<b>3</b>	<b>Name of the Beneficiary Bank Account as registered in GeM:</b>	
<b>4</b>	<b>Bank name in full:</b>	
<b>5</b>	<b>Bank Branch &amp; Address:</b>	
<b>6</b>	<b>IFSC Code:</b>	

[Signature with date, name and designation]

for and on behalf of M/s \_\_\_\_\_

[Seal of company]

## CMC Charges

**Post warranty Comprehensive Maintenance Charges (CMC) charges:**

Sr. No.	Post warranty AMC charges	Description of AMC services	Price
1	1 <sup>st</sup> year		
2	2 <sup>nd</sup> year		
3	3 <sup>rd</sup> year		
<b>TOTAL</b>			

- 1) Prices should be inclusive of all taxes, charges, GST etc.
- 2) Scope of CMC :

Items/services included in CMC:

- All parts (including 3rd party items, autosampler, computers, UPS, gas connections and exhaust etc., whether supplied with the main equipment or arranged locally).
- All the repair, shipping and labor costs.
- All the software maintenance and updates should be provided.
- Two preventive maintenance visits and two breakdown visits in a year.
- Online, telephonic, email and on-site support on a priority basis within 3 working days.

3) CMC is a part of Financial Evaluation. However, Procuring entity reserves it's right whether to enter in to CMC or not. The supplier should inform the Procuring entity about expiry of the warranty period well in advance and CMC, if required.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]



## Annexure III

### **Integrity Pact**

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

### **Integrity Pact for Bid No. GEM/2024/B/5519593 Supply, Installation, Testing & Commissioning of Collision Cell equipped Multi Collector Inductively Coupled plasma Mass Spectrometer.**

#### **1. General**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the \_\_\_\_\_ month of \_\_\_\_\_ 2024, between, on one hand, the Director, National Centre for Polar & Ocean Research, Headland Sada, Goa, India (hereinafter called the "PRINCIPAL" expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part represented by Mr. \_\_\_\_\_, Director, (herein after called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL enters into an agreement (hereinafter called the 'CONTRACT') with the CONTRACTOR to provide Collision Cell equipped Multi Collector Inductively Coupled plasma Mass Spectrometer supplies to NCPOR (herein after called the Supply, Installation, Testing & Commissioning of Collision Cell equipped Multi Collector Inductively Coupled plasma Mass Spectrometer.) 'SUPPLY CONTRACT' which expression shall mean and include, unless context otherwise requires) as per the details of the CONTRACT.

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership / registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an autonomous R&D institute under Ministry of Earth Sciences, Government of India performing its functions in oceanographic and polar research.

NOW, THEREFORE,

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

Enabling the PRINCIPAL to obtain the 'Supply, Installation, Testing & Commissioning of Collision Cell equipped Multi Collector Inductively Coupled plasma Mass Spectrometer' at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER to abstain from bribing or indulging in any corrupt practice and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures:

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

## **2. Commitments of the PRINCIPAL**

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

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

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

## **3. Commitments of BIDDER**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage and in particular commit itself to the following:-

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the CONTRACT in exchange for any advantage in contracting and implementation of the CONTRACT.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the CONTRACT or for bearing to door having done any act in relation to the obtaining or execution of the CONTRACT or any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the CONTRACT or any other contract with the Government.

3.3 BIDDER shall disclose the name and address of agents and representatives in India.

3.4 BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this CONTRACT.

3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer / integrator / aviation service provider and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or comp BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he

has made, is committed to or intends to make to officials of the OWNER or their family members, agents, brokers or any other intermediaries in connection with the CONTRACT and the details of services agreed upon for such payments.

- 3.6 The BIDDER will not collude with other parties to impair the transparency, fairness and progress of the contracting and implementation of the CONTRACT.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The BIDDER shall not lend to or borrow any money from or entering to any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.
- 3.13 The BIDDER who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

#### **4 Previous Transgression**

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

#### **5 Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-
  - 5.1.1 To immediately call off the CONTRACT without assigning any reason or giving any

compensation to the BIDDER.

5.1.2 Forfeiture of the Performance Security Bond either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the PRINCIPAL, with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

5.1.6 To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

5.1.8 To recover all sums paid in violation of this pact by BIDDER(s) to any middle man or agent or broker with a view to securing the CONTRACT.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by PRINCIPAL with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.10 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act,1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6 Fall Clause**

6.1 The BIDDER undertakes that it has not provided/is not providing similar Air Support Services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/ systems/ services or subsystems/ services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case

and the different in the cost would be refunded by the BIDDER to the PRINCIPAL, if the CONTRACT has already been concluded.

## **7 Independent Monitors**

7.1 The PRINCIPAL has appointed following two Independent Monitors (here in after referred to as Monitors) through Ministry of Earth Sciences:

7.1.1 Sh. Ajay Kumar Lal, IRAS (Retd.), DDA, HIG, Block 3A/101 A, Motia Khan (Near Jhandewalan Temple), D.b. Gupta Road, New Delhi-110015(Email: ajay\_k\_lal@yahoo.com, Mobile No. 9560712003)

7.1.2 Sh. Pavan Kumar Jain, IDSE(Retd.)A-402, Shree Ganesh Apartments, Plot No. 12B, Sector-7 Dwarka, New Delhi-110075(Email:mespkj@gmail.com,MobileNo.9313498388).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

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

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

7.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub BIDDERS. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub BIDDERS with confidentiality.

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

7.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL/ Secretary in the Ministry with in 8 to10 weeks from the date of reference or intimation to him by the PRINCIPAL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8 Facilitation of Investigation**

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

**9      Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

**10     Other Legal Actions**

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

**11     Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the CONTRACT to the satisfaction of both the PRINCIPAL and the BIDDER, including warranty period, whichever is later.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intensions.

The parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ 2024.

SIGNED:	
<b>PRINCIPAL</b> <b>For and on behalf of the PRINCIPAL</b> <b>NATIONAL CENTRE FOR POLAR &amp; OCEAN</b> <b>RESEARCH</b>	<b>BIDDER</b> <b>For and on behalf of the</b> <b>BIDDER</b>
NAME:DESIGNATION: COMPANY SEAL: DATE:	NAME:DESIGNATION: COMPANY SEAL:
WITNESS:	WITNESS:
1.....	1.....
2.....	2.....