

2 PART TENDER FOR
Fermenter(20L)-1No., Fermentor (100L)- 1No., Media Vessel (75L)- 1 No., Harvest Vessel (200L)-2 Nos.

Tender Fee: Rs.0.00, EMD – Rs.0.00
Cost of Tender : Approx. Rs.1 Crores
Last date for Sale of Documents: 26/07/2022 till 16.00hrs
Last date for submission: 27/07/2022 till 14.00hrs
Due date for opening bids: 27/07/2022 at 14.30hrs

GENERAL CONDITIONS
(Tender documents consist of 20 pages)

Ref: C-CAMP/L-017/2022-23(C)

Tender Notice No.001/2022-2023

Important Instruction: The bids shall be enclosed in an envelope and sealed duly marked "Tender for Fermenter(20L)-1No., Fermentor (100L)- 1No., Media Vessel (75L)- 1 No., Harvest Vessel (200L)-2 Nos.," Ref. No. C-CAMP/L-017/2022-23 (C); and addressed and to be sent to "The Head-Purchase". The bids are liable to be rejected if the sealed envelope is not addressed to "The Head-Purchase" with Tender Ref. No. and Item Description. Offers delivered in person shall be deposited in the Tender Box Labelled as "TENDER BOX FOR PURCHASE TENDER" kept in NCBS main Security gate. If the bids are sent through courier or speed post, it should reach by submission Date and Time and CCAMP-NCBS will not be responsible for the delay.

Important instructions for the Tenderers :-

All tenders shall be made in ENGLISH only.

The details in regard to technical specification and other terms and conditions should be cogent and clear to the extent possible. Sealed tenders are invited at CCAMP-NCBS, GKV Bangalore- 560065 under 2 cover system from reputed manufacturers/suppliers for supply, Installation, Commissioning and Technical support for the following:

Fermenter(20L)-1No., Fermentor (100L)- 1No., Media Vessel (75L)- 1 No., Harvest Vessel (200L)-2 Nos.

Please note: Point no 9 (Annexure A) onwards, technical evaluation will be done and vendors scoring 90% and above will qualify for price bid opening. For scientific applications all points mentioned under "operational requirements" are critical and vendors qualifying minimum 85% will be considered for technical evaluation. Thereafter, financial proposal shall be evaluated. The commercially lowest bidder shall be the first preferred vendor for award of Order.

I) The EMD amount should be put in first sealed cover – Cover I, and superscribed as "Techno-commercial Bid" and should contain -

1. Acceptance of Technical specifications, Annexure- A (page 7-16) and terms and conditions. Tender document to be enclosed with Date, Signature and Seal in every Page.
2. Complete Technical details of the Instrument offered (Specifications, Technical Parameters, Advantages, etc.,)
3. Supplier profile & Schedule of Experience – Annexure – B
4. Supplier must describe in detail the technical support they will be able to provide in Bangalore. Only those companies will be considered who have engineers based in Bangalore who have been trained on the machines being quoted for, prior to the date of installation.
5. Suppliers must provide complete list of publications arising from use of their machines, in which the machines have been used for the applications listed. Enclose Data Sheet and Sample Analysis (if any)
6. Details of Warranty Services.
7. Details of "After Sales Service" and "Factory Trained Engineers" available in Bangalore.
8. Xerox copies of the Purchase Orders for having supplied similar Instruments in India.
9. Schedule of deviation from specifications / conditions – Annexure C.
10. Any other information the bidder like to provide with Date, Signature and Seal
11. Integrity Pact

(Annexures should be duly signed and filled with date wherever necessary)

(Please attach additional sheet(s), wherever necessary)

II) The second sealed cover – Cover II superscribed 'Price Bid' (page 19) should contain only rates (please attach additional sheet(s), wherever necessary) (should be duly signed with seal and filled with date wherever necessary)

THE ABOVE MENTIONED TWO COVERS SHALL BE SEALED ON THE OUTSIDE WITH WAX SEAL BEARING THE LOGO/NAME OF THE COMPANY SUBMITTING THE BID.



THESE TWO COVERS SHALL BE AGAIN PUT INTO A SINGLE WAX SEALED COVER superscribed “Tender for Fermenter(20L)-1No., Fermentor (100L)- 1No., Media Vessel (75L)- 1 No., Harvest Vessel (200L)-2 Nos.” and should reach CCAMP on or before 27/07/2022 before 14.00 hrs”. This should be addressed to the Head-Purchase, CCAMP-NCBS, GKVK, Bangalore – 65. The Techno – Commercial Bid will be opened on 27/07/2022 at 14.30 hrs.

On the date of tender opening (i.e. on 27/07/2022), only the Techno-Commercial Bids shall be opened in the presence of attending tenderers.

1) The Technical and Financial / Price Bids shall be submitted simultaneously in two (2) cover (sealed) system. The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial.

1.1 Quotations must be submitted giving complete details using enclosed tender papers.

1.2 The rates quoted should remain valid for a period of 180 days from the date of Price Bid opening.

1.3 Each page of the tender except the Price & Delivery part shall be on printed letterheads or forms and bear the signature, date, name and designation of the person signing the offer. If they are not on letterheads, a rubber stamp indicating full name, address and phone No., Telex No., Fax No. etc. of the firm shall be affixed at the end of each page. The price & delivery part shall be as Annexure B attached.

1.4 This tender document is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.

1.5 Bids containing erasures or alterations are liable to be rejected unless countersigned by the Authorised signatory.

1.6 All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount only will be considered.

1.7 Tenders will be opened in the presence of attending tenderers on 27/07/2022 at 14.30 hours. In the event the due date is declared as holiday, the tender will be opened on the following working day.

1.8 If the item offered is to be imported, arrangements for import will be made by the Institute. Import duty and customs clearance will be under purchaser’s scope.

1.9 We reserve the right to place order for part/reduced quantity than what is specified in the tender and also reserve the right to split the order to more than one supplier.

1.10 Tenders will be opened in the presence of attending tenderers on 27/07/2022 at 14.30 hours. In the event the due date is declared as holiday, the tender will be opened on the following working day.

1.11 If the item offered is to be imported, arrangements for import will be made by the Institute. Import duty and customs clearance will be under purchaser’s scope.

1.12 We reserve the right to place order for part/reduced quantity than what is specified in the tender and also reserve the right to split the order to more than one supplier.

1.13 Any deviation/substitution in regard to the technical specification must be indicated in Annexure C of this tender document. Otherwise it shall be binding on the bidder to supply the items as specified in this tender specification.

1.14 All bids are to be submitted before the due date and time. **The bids shall be enclosed in an envelope and sealed duly marked "Tender for Fermenter(20L)-1No., Fermentor (100L)- 1No., Media Vessel (75L)- 1 No., Harvest Vessel (200L)-2 Nos."; Ref. No.C-CAMP/L-017/2022-23(C) and mailed to the Head-Purchase. Offers delivered in person shall be deposited in the Tender Box kept in the office (NEAR NCBS MAIN GATE). Due date for opening the bids: 27/07/2022 (14.30 hours).**

1.15 Please return the tender papers including Conditions of Tender as well as the Annexures with your signature, rubber stamp and date affixed on each page.

1.16 All bids in response to this invitation of tender should be submitted in a manner and method specified above. Tender which do not comply with the above conditions are liable to be rejected.



1.17 Late and delayed tenders will not be considered. Therefore tenderers shall ensure that the tender reaches the Purchaser on or before the due date and time stipulated for receipt of bids.

TENDERS RECEIVED LATE OR AFTER THE DUE DATE WILL NOT BE CONSIDERED. CCAMP RESERVES THE RIGHT TO ACCEPT, REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASONS THERE OF.

- 1.18 Individuals signing the bid form and other supporting documents must specify the capacity in which they sign, like -
- Whether signing as a Sole Proprietor of the firm or his attorney.
 - Whether signing as a partner of the firm or his attorney
 - Whether signing for the firm as Agent.
 - Whether signing as Director of a Limited Company.

2. CATALOGUE/TECHNICAL LITERATURE

All necessary catalogue/drawing literature/data and details of item/s as are considered to be essential for full and correct evaluation of the bid shall invariably accompany the bid.

BID GUARANTEE / EARNEST MONEY DEPOSIT:- Bid Guarantee amount details are as below:-

Sl. No.	Item Description	BGA/EMD Amount
1.	Fermenter(20L)-1No., Fermentor (100L)- 1No., Media Vessel (75L)- 1 No., Harvest Vessel (200L)-2 Nos.	---

The EMD/BGA shall be submitted by a DD (for outstation firms) or Banker's cheque (in case of local firm) from a Commercial Bank/ Foreign Bank (First class Bank) along with the bid, drawn in favour of "Centre for Cellular and Molecular Platforms". Alternatively, the EMD amount may be submitted by way of Bank Guarantee from a Commercial Bank/ Foreign Bank (First class Bank) valid for 6 months (no other mode of payment will be accepted). The BGA amount will be forfeited if the successful bidder fails to accept the Letter of Intent/ Purchase order or withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. The offers are liable to be rejected, at the discretion of the Centre, if they are not accompanied with BGA. No interest shall be payable by CCAMP for BGA amount. The BGA shall be refunded to the unsuccessful bidders once the order is released on the successful bidder.

Micro and Small Enterprises (MSEs):

- Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)
- The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
- The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

4. AUTHORITY OF AGENTS

In case where a bid is submitted by an Indian Agent on behalf of his foreign principal, such bid should be supported with a letter of Authority from the principal that the Indian Agent has been authorised to submit the bid on behalf of the principal. The indigenous manufacturers shall submit their bids directly.

5. PRICE

The Tenders to be quoted in foreign currencies – USD/Euro/JPY/GBP/SGD/CAD or any other currencies approved/traded by RBI. The price/s quoted shall be firm till the complete execution of the order. All details relating to price, price breakup, inland transportation, documentation, taxes and duties, levies, Road/AIR/Marine freight charges, delivery terms (ex-works/F.O.R/F.O.B/C.I.F.) mode of payment, mode of Despatch, Insurance, Agency Commission, if any, shall be paid after satisfactory installation & Commissioning of the goods. The quoted price should be supported with original proforma invoice. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian currency.

For indicating the price, the tenderers may choose any/all of the following:

- Ex-works (all other charges to be indicated separately).
- F.O.R. site (i.e. Freight, Packing & Forwarding, loading on to the transport, documentation etc. included.) Internal transportation, Freight, Insurance, etc. to be shown separately.
- F.O.B (cost of goods, Packing & Forwarding, Inland Transportation, Documentation, etc. till the item is loaded on to the cargo carrier). Freight & Insurance charges to be separately indicated. C.I.P (cost of goods, packing & forwarding, documentation, freight, insurance, etc. all included). However, freight & insurance charges to be indicated separately.



INSURANCE TO BE COVERED TILL CCAMP STORES.

6. The taxes (State, Central, Turnover tax, Works Contract Tax, etc.). Please specify which are applicable. The duties and other levies, freight, insurance shall be stated clearly and separately. Also please mention whether the same is included in the price/s quoted.

7. **VALIDITY OF BIDS** : The bids should be valid for a period of 180 days from the date of opening of the Price bids. Bids with shorter validity period are liable for rejection.

8. **DELIVERY**: The tenderer should clearly mention the time required for supplying the item. The period of delivery will be counted (a) from the date of receipt of the order in case of Indian supplier and (b) from the date of opening of letter of credit/receipt of order (in the case of sight draft/advance draft) for foreign suppliers. The delivery date is the date at which the equipment should be delivered at CCAMP.

9. **PACKING**: The item should be packed appropriately so that it can sustain transit hazards, multiple landing, warehousing, etc. during transit.

10. **PLACE OF DELIVERY** : In the case of items indigenously manufactured, ALL DELIVERIES shall be effected to the Centre for Cellular and Molecular Plat Forms, GKVK, Bellary Road, Bangalore-560065, whereas the foreign suppliers shall effect delivery up to Bangalore Airport, India by AIR only unless otherwise specified.

11. **GUARANTEE/WARRANTY** : The item/s covered under this tender shall be subject to a guarantee for trouble free performance, workmanship, material etc., fulfilling the specifications mentioned in this tender for 60 months from the date of commissioning. If any defect is found in the material, workmanship or performance during the guarantee period the same may either be repaired/replaced by the supplier as the case may be free of charge. The guarantee period for replacement of parts or repair work shall be same as above. A guarantee certificate to this effect should be forwarded to us with your invoice. For order placed on foreign suppliers, the supplier shall specifically confirm that their Indian representatives, if any, will provide with after sales service & will attend to any repairs or technical problems that may arise.

12. **PERFORMANCE B/G**: The successful bidder shall have to execute a performance B/G in accordance with the guarantee/warranty for 3% value of the order. This B/G has to be executed on an appropriate value of stamp paper in terms of a bank guarantee drawn on any Nationalised Bank or first class Foreign Bank and shall remain valid till the completion of the Defect Liability period/warranty period, with **6 months** claim period.

13. **TAXES AND DUTIES**: The Centre shall deduct all taxes and duties, as applicable, from time to time from the bills payable.

14. **PAYMENT TERMS**: 90% of the payment shall be made only after completion of entire order at site, subject to acceptance by the group head through SAI and all other relevant documents at site. The balance 10% will be released subject to receipt of PBG for 3% order value and installation, All claims shall cease as per the Limitation Act.

In case of Imported, 90% payment shall be made through Sightdraft on presentation of complete and clear shipping documents and balance 10% of the amount shall be released after the receipt, installation, commissioning and acceptance of the equipment, against submission of 3% PBG

15. **CLARIFICATIONS**: After opening the bids, if it becomes necessary for the purchaser to seek clarifications from the bidders, the same will be sought from the bidders. In such an event, the bidders will furnish all technical information / clarifications to the purchaser to reach on or before the due date fixed for that purpose indicating the Purchaser's tender reference. If the technical clarifications sought do not reach on or before the date date fixed, the bids shall be summarily rejected without any further notice.

16. **RISK CLAUSE** : Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere; at the risk and cost of contractor; either the whole of the contract or any part which the contractor has failed to perform within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.



As per O.M No. F.No.6/18/2019-PPD, dt.23/07/2020, the following condition to be fulfilled and the bidder to submit the following declaration on their Letter head.

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
- An entity incorporated, established or registered in such a country; or
 - A Subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

17. DISPUTE AND RESOLUTION : Any dispute or differences between the parties that cannot be settled by mutual discussion at appropriate levels shall be referred to the sole arbitration of the Director, CCAMP or his nominee and his decision in the matter shall be final and binding upon the parties to the dispute. The venue of arbitration proceedings shall be Bangalore. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction.

18. OTHER TERMS : If electrical/ AC/ technical works contract, appropriate license defining the required expertise from the approved Licensing authority. The Centre, will at its discretion ask for a solvency certificate from your bankers.

19. DEFINITION AND MEANINGS

In constructing these conditions, specifications, etc. in the tender document or the Annexures/Appendices the following words shall mean herein assigned definitions except where the subject context is otherwise stated.

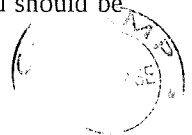
- PURCHASER** : Shall mean the Centre for Cellular and Molecular Platforms.
- BID/TENDER** : Shall mean the proposal/document that the BIDDER submits in the requested and specified form or otherwise along with Annexures, Appendices, etc.
- BIDDER/TENDERER** : Shall mean the firm/party who quotes against an enquiry.
- CONTRACTOR/SUPPLIER** : Shall mean the party to whom a Work Order/Purchase Order is awarded to undertake all or a part of the work covered by this tender document as well as and amendment orders relating to this tender issued by the Purchaser and shall include his/their legal representative, assignee/s or successor/s.
- CONTRACT** : Shall mean and include the articles of agreement, Declaration form, the general and special conditions, the Annexures, the Schedule of Quantities & rates and the specifications attached hereto and the drawings, if any.
- ORDER VALUE** : Shall mean total value of the Purchase Order/Work order issued against this tender item including taxes, levies, etc.

20. TECHNICAL SPECIFICATIONS : See Annexure – 'A'

21. For imported items, final price after totaling the prices of the individual items has to be mentioned with estimated freight, insurance, agency commission charges, etc. The price shall be FOR CIF BANGALORE AIRPORT.

22. CCAMP reserves the right to split the quantities or reject one or more offers in full or part without any reasons. Therefore CCAMP decision is final and binding.

23. The quantity mentioned in the tender may be decreased/increased while ordering. However, the price quoted should be firm irrespective of change in the quantity.



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24. ACCEPTANCE OF TENDERS

CCAMP does not pledge itself to accept the lowest/ any tenders and reserves to itself the right to accept the whole or part of the tenders or a part of the quantity offered.

25. The firm may quote in Foreign Currency for direct import on CIF basis as well as in Rupees on FOR CCAMP basis for local supply. Please indicate insurance, freight and other charges separately for direct import.

26. Your Service Engineer should be fully trained to install the equipment and capable of maintaining the equipment during / after the warranty period.

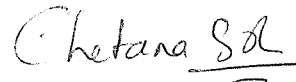
27. LIQUIDATED DAMAGES

The successful bidder will have to agree that in case the item is not supplied within the agreed delivery schedule and after a grace period of seven days, then Liquidated Damages (not in terms of penalty) will be imposed automatically and be deducted from their bill at the rate of 0.5% per week subject to a maximum of 10% of the order value.

Please enter unit price, Total Price and Grand Total in figures as well as words. Unit price and Total Price may be entered below each item.

Since CCAMP is a Public funded Research Organisation, registered with the Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs duty exemption in terms of Government Notifications No.51/96-Customs dated 23.7.1996; No. 24/2007-Customs dated 01.03.2007; No.43/2017-Customs dated 30.06.2017; No. 45/2017-Central Tax (Rate) & 47/2017-Integrated Tax (Rate) dated 14.11.2017; No. 9/2018-Central Tax (Rate), No.09/2018-Union Territory Tax (Rate) & No.10/2018-Integrated Tax (Rate) dated 25.01.2018; and State Tax (Rate) as applicable and all notification.

For and on behalf of
Centre for Cellular and Molecular Plat Forms



Asst. Purchase Officer



ANNEXURE A

Technical Specification

1. Name of the Work: Turnkey project for setting up lab and installation of fermenter; Supply, installation and commissioning of Fermenter System at Centre for Cellular and Molecular Platform, NCBS-GKVK, Bengaluru 560065.
2. Scope of supply should include the necessary equipments, plant & machinery, building structural & civil work to meet with the requirements complete with the packing & forwarding charges, transit cum storage cum erection insurance, custom duties, excise duties, GST, works contract tax & other government levies, if any, erection, supervision and commissioning charges. This also includes other tools & tackles required for the fabrication at site, adequate manpower quite conversant to the fabrication & erection work of such plant and machinery.
3. Location: C-CAMP, NCBS-GKVK Campus, Bangalore, KA
4. Major Requirements:
 - a. Un-classified controlled Facility for upstream processing
 - b. Utility Engineering (Plant Steam, Chilled Water, Air Compressor)
 - c. 1 X 20L Seed Fermenter
 - d. 1 X 100L Fermenter
 - e. 1 X 75L Media Vessel
 - f. 2 X 200L Harvest Vessel
5. Application: Product Development Lab Upstream Facility for 100L Fermenter scale for scale up studies of multi-product microbial based R&D developments

6. ABBREVIATION

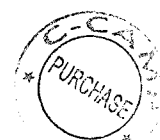
URS	User Requirement Specification	IQ	Installation Qualification
C-CAMP	Centre for Cellular and Molecular Platform	OQ	Operational Qualification
FDA	Food and Drug Administration	PQ	Performance Qualification
NA	Not Applicable	L	Litre
SS	Stainless Steel	CIP	Clean In Place
FAT	Factory Acceptance Test	SIP	Sterilization In Place
SAT	Site Acceptance Test	P&ID	Process and Instrumentation Diagram
MOC	Material of Construction	EPDM	Ethylene Propylene Diene Monomer

7. EQUIPMENT LIST

Sl.No.	Description	W.V (L)	G.V (L)	Qty
a.	Fermenter	15	20	01
b.	Fermenter	75	100	01
c.	Media Vessel	50	75	01
d.	Harvest Vessel	150	200	02

8. Timeline

Contract	0 weeks
Design Qualification	04 weeks
FAT Execution	24 weeks
SAT Execution	26 weeks



9. OPERATIONAL REQUIREMENT
a. 20L (G.V) Fermenter

Operational Requirement		Max. Marks
1	20L Fermenter will be used for small scale lab experiments and as seed fermenter for 100L Fermenter. 15L Working Volume H/D Ratio: 3:1 Aeration with 2VVM for Final Air Filter + Sparger + Associated Control; Exhaust with vent filter & associated control valve for back pressure maintenance Jacket Temperature control system In situ sterilization of the whole Fermenter system Necessary Inlet/Outlet ports Instrumentation as Temperature, DO, pH, Pressure, Level, Foam sensor Automation to include SIP, CIP, pH, Temperature, DO (Cascade with Air flow + RPM, Back Pressure). Data logging-Trend & Printing of Operation and Parameters of SIP, pH, DO, Temperature, RPM, Pressure, Air Flow, Level.	2
2	SIP/ CIP	Yes
3	Scope	20L Fermenter and control system List of critical spares for 2 years of trouble-free operation. Operation, Maintenance Manual and Qualification Protocol. Operator training and maintenance training FAT/Installation-at-site/SAT (Including a min.72 hrs Sterility run).
4	Parameters	
5	Geometric Volume	20L
6	Agitator System	Top Mounted Agitator 3 No. s Ruston Turbine Impellers
7	Sparger	Ring Sparger (2VVM)
8	Sample/Harvest Valve	Zero dead leg type
9	Aeration	Air addition by adequately designed Sparger. Provision for Oxygen addition through airline.
10	Air Flowrate	2 VVM
11	Air Filtration	0.2 µ final filter, Code 07
12	Piping	Sanitary construction Orbital welding with 10% documented baroscopic inspection Dead legs as per ASME BPE Sanitary Diaphragm Valve where ever used with EPDM diaphragm
13	MOC	
14	Product Contact Parts	SS316L
15	Elastomers	EPDM/ PTFE with FDA Compliance
16	Non-Product Contact	SS304; Matt Finish
17	Control Cabinet	SS304
18	Surface Finish (Ra)	≤ 0.6 µm
19	Fermenter Vessel Ports	Connection at Top dish: ▪ Pressure Gauge

		<ul style="list-style-type: none"> ▪ Pressure Sensor Port ▪ Level Sensor Port ▪ Foam Sensor Port ▪ Exhaust Line Port ▪ Light/View Glass Port ▪ Rupture Disc Port ▪ Multi-port valve (3 channel) (Acid/Alkali/Antifoam) ▪ Agitator Port ▪ Spray Ball Ports <p>Connection at Shell Top:</p> <ul style="list-style-type: none"> ▪ Addition Port Media/Inoculum ▪ Overlay Air Port ▪ Sparger Air Port <p>Connection at Shell Bottom:</p> <ul style="list-style-type: none"> ▪ pH probe in gold type Port ▪ DO probe in gold type Port ▪ Temperature Port ▪ Sampling Port Preferably Nova Septic ▪ In gold Spare Ports, 1 No's ▪ Tank NA connect-Spare <p>Connection at Bottom dish: Aseptic Flush Bottom Valve</p>	4
20	Operating Pressure	Shell: 0 to 3 bars(g) Jacket: 0 to 4 bars(g)	
21	Design Pressure	Shell: -1 to 4 bars(g) Jacket: -1 to 5 bars(g)	
22	Design Temperature	150°C	
23	Operating Temperature	37°C to 130°C	
24	Radiography	10% of T joints on shell and 100% on both dishes	
25	Measured parameter	<ul style="list-style-type: none"> ▪ Temperature of Vessel and sterile condensate ▪ Vessel Pressure ▪ Dissolved Oxygen ▪ pH ▪ Level in Fermenter ▪ RPM ▪ Airflow (with totalizer) ▪ Foam detector 	5
26	Controlled Parameters	<ul style="list-style-type: none"> ▪ Temperature of Vessel ▪ Vessel Pressure ▪ Dissolved Oxygen (Cascade with Air flow, RPM & vessel Pressure) ▪ pH (with both Acid and Alkali) 	
27	Interlocks and Alarms	Alarms to be provided for all High/Low of all measured parameters. <ul style="list-style-type: none"> ▪ Additionally, as required for the safety. 	
28	Control system	PLC with SCADA + Skid mounted HMI+PC/IPC (Siemens)	
29	Recipes/Sequences/ Batch Instruction	<p>Recipes for following operating steps:</p> <ul style="list-style-type: none"> ▪ Pressure Hold Test. ▪ Filter sterilization. ▪ Media transfer and final volume make up. ▪ FSIP (Full vessel sterilisation In place) ▪ ESIP (Empty vessel sterilisation In place) ▪ Transfer line sterilization from Seed. ▪ Transfer line sterilization from dosing vessels. 	7



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		<ul style="list-style-type: none"> ▪ Media Hold (Including Controls of pH, DO, Pressure & Temperature) ▪ Fermentation (including Controls of pH, DO, Pressure, Temperature) 	
30	IPC	<ul style="list-style-type: none"> ▪ Viewing of all measured parameters ▪ Trending ▪ Alarm Acknowledge ▪ Process step start/stop and Acknowledgements 	
31	Automation system	Semi-Automated system - 21 CFR Part 11 compliance	
32	Power	The wiring of Control and Instrumentation shall be provided with UPS power	
33	Instrument ranges and accuracies	Temperature: Range: 0 to 150°C Accuracy: Control loop accuracy 0.2°C during process and 1°C during SIP Pressure control : Range: -1 to 5 bar(g) Control: 0 to 4.0 bar(g) Accuracy: Control loop accuracy 0.05 bar (g) Ph: Range: 0 to 14 Accuracy: Control loop accuracy 0.02 DO: Range: 0 to 100 % Accuracy: Control loop accuracy 5% Air Flow Rate (MFC): Range: 0.2 VVM to 2.0 VVM Accuracy: Control loop accuracy 0.5% of measured value sensor and total -1% FS.	
34	Instrument Calibration	All Instruments should have valid calibration certificates, traceable to National/International standards.	
35	Utilities		
36	Power	3PH 415 V, 1PH 230V 50 Hz	3
37	Process Air	2 – 2.5 bar(g)	
38	Chilled water	8°C, 2.0 bar(g)	
39	Instrument Air	6 – 7 bar(g)	
40	Filtered Steam	2.5 bar(g)	
41	Documentation		
42	Vendor Should provide the following documents (minimum) for approval (Post order).	<ul style="list-style-type: none"> ▪ GA Layout (3D) ▪ As-built GA Drawing ▪ PID ▪ Component specification ▪ GA Drawing of Agitator assembly ▪ Electrical (Single line Diagram) ▪ GA of Panel, Power and Control wiring ▪ Software Functional Specification ▪ FAT and SAT Protocol ▪ Two copies of Reference Manuals, Operating and Maintenance Manuals. ▪ Recommended Spare Parts list ▪ Calibration Certificate of the Instruments 	
		TOTAL MARKS	25



b. 100L (G.V) Fermenter

Operational Requirement			Max Marks
1	100L Fermenter will be used for scale up of lab experiments and optimizing the parameters. <ul style="list-style-type: none"> ▪ 75L Working Volume ▪ H/D Ratio: 3:1 ▪ Aeration with 2VVM for Final Air Filter + Sparger + Associated Control ▪ Exhaust with Vent filter & associated control valve for back pressure maintenance ▪ Jacket Temperature Control system ▪ Necessary inlet/outlet ports ▪ Instrumentation as Temperature, DO, pH, Pressure, Level, Power Input, RPM, Foam sensor ▪ Automation to Include SIP, CIP, pH, Temperature, DO (Cascade with Air flow + RPM, Back Pressure). ▪ Data logging, Trend & Printing of Operation Parameters of SIP, pH, DO, Temperature, RPM, Back Pressure, Air Flow, Level. 		2
2	SIP/ CIP	Yes	
3	Scope	100L Fermenter and control system List of critical spares for 2 years of trouble-free operation. Operation, Maintenance Manual and Qualification Protocol. Operator training and maintenance training FAT/Installation-at-site/SAT	
4	Parameters		
5	Geometric Volume	100L	4
6	Agitator System	Top Mounted Agitator 3 No. s Ruston Turbine Impellers	
7	Sparger (2 No's)	Primary Ring Sparger (2VVM) Secondary straight/U sparger (2VVM) Note: Each sparger assembly should have individual filter housing, MFC, Rotameter and Necessary valves for the operation.	
8	Sample / Harvest Valve	Zero dead leg type	
9	Aeration	Air addition by adequately designed Sparger. Provision for Oxygen addition through airline.	
10	Air Flowrate	2 VVM for Ring sparger + 2 VVM for Straight/ U sparger	
11	Air Filtration	0.2 µm final filter, Code 07	
12	Piping	Sanitary Construction Orbital welding with 10% documented baroscopic inspection Dead legs as per ASME BPE Sanitary Diaphragm Valve where ever used with EPDM diaphragm	
13	MOC		
14	Product Contact Parts	SS316L	
15	Elastomers	EPDM/ PTFE with FDA Compliance	
16	Non-Product Contact	SS304; Matt Finish	
17	Control Cabinet	SS304	
18	Surface Finish (Ra)	≤ 0.6 µm	



19	Fermenter Vessel Ports	<p>Connection at Top dish: Pressure Gauge Pressure Sensor Port Level Sensor Port Foam Sensor Port Exhaust Line Port Light/View Glass Port Rupture Disc Port Multi-port valve (3 channel) (Acid/Alkali/Antifoam) Agitator Port Spray Ball Ports</p> <p>Connection at Shell Top: Addition Port Media/Inoculum Overlay Air Port Primary Sparger Air Port Secondary Sparger Air Port</p> <p>Connection at Shell Bottom: pH probe in gold type Port DO probe in gold type Port Temperature Port Sampling Port Preferably Nova Septic In gold Spare Ports, 2 No's Tank NA connect-Spare</p> <p>Connection at Bottom dish:: Aseptic Flush Bottom Valve</p>	4
20	Operating Pressure	Shell: 0 to 3 bars(g) Jacket: 0 to 4 bars(g)	
21	Design Pressure	Shell: -1 to 4 bars(g) Jacket: -1 to 5 bars(g)	
22	Design Temperature	150°C	
23	Operating Temperature	37°C to 130°C	
24	Radiography	10% of T joints on shell and 100% on both dishes	
25	Measured parameter	Temperature of Vessel and sterile condensate Vessel Pressure Dissolved Oxygen pH Level in Fermenter RPM Airflow (with totalizer) Foam detector	5
26	Controlled Parameters	Temperature of Vessel Vessel Pressure Dissolved Oxygen (Cascade with Air flow, RPM & vessel Pressure) pH (with both Acid and Alkali)	
27	Interlocks and Alarms	Alarms to be provided for all High/Low of all measured parameters. Additionally, as required for the safety.	
28	Control system	PLC with SCADA + skid mounted HMI +PC/IPC (Siemens)	
29	Recipes/Sequences/ Batch Instruction	Recipes for following operating steps Pressure Hold Test. Filter sterilization. Media transfer and final volume make up. FSIP (Full vessel sterilisation In place) ESIP (Empty vessel sterilisation In place) Transfer line sterilization from Seed. Transfer line sterilization (Additions) Media Hold (Including Controls of pH, DO, Pressure & Temperature) Fermentation (including Controls of pH, DO, Pressure, Temperature)	7



30	IPC	Viewing of all measured parameters Trending Alarm Acknowledge Process step start/stop and Acknowledgements	
31	Automation system	Semi-Automated system - 21 CFR Part 11 compliance	
32	Power	The wiring of Control and Instrumentation shall be provided with UPS power	
33	Instrument ranges and accuracies	Temperature: Range: 0 to 150°C Accuracy: Control loop accuracy 0.2°C during process and 1°C during SIP Pressure control : Range: -1 to 5 bar(g) Control: 0 to 4.0 bar(g) Accuracy: Control loop accuracy 0.05 bar (g) pH- Range: 0 to 14 Accuracy: Control loop accuracy 0.02 DO- Range: 0 to 100 % Accuracy: Control loop accuracy 5% Air Flow Rate (MFC)- Range: 0.2 VVM to 2.0 VVM Accuracy: Control loop accuracy 0.5% of measured value sensor and total – 1% FS.	
34	Instrument Calibration	All Instruments should have valid calibration certificates, traceable to National/International standards.	
35	Utilities		
36	Power	3PH 415 V, 1PH 230V 50 Hz	3
37	Process Air	2 – 2.5 bar(g)	
38	Chilled water	8°C, 2.0 bar(g)	
39	Instrument Air	6 – 7 bar(g)	
40	Filtered Steam	2.5 bar(g)	
41	Documentation		
42	Vendor Should provide the following documents (minimum) for approval (Post order). GA Layout (3D) As-built GA Drawing PID Component specification GA Drawing of Agitator assembly Electrical (Single line Diagram) GA of Panel, Power and Control wiring Software Functional Specification FAT and SAT Protocol Two copies of Reference Manuals, Operating and Maintenance Manuals. Recommended Spare Parts list Calibration Certificate of the Instruments		
		TOTAL	25



c. 75L (G.V) Media Vessel (optional)

Operational Requirement		Max. Marks
1	75L Media vessel shall be used to prepare the primary media for 20L & 100L (G.V) Fermenter 50L Working Volume H/D Ratio: 1.5:1 Vent filter assembly with Inlet/ Exhaust valves for vessel pressurization and venting Automation to include SIP, pH, Pressure, Level and CIP. Data Logging, Trend & Printing of Operation Parameters of SIP, pH, RPM, Pressure and Level.	2
2	SIP/ CIP	Yes
3	Scope	75L Media Vessel and control system List of critical spares for 2 years of trouble-free operation. Operation, Maintenance Manual and Qualification Protocol. Operator training and Maintenance training FAT/Installation-at-site/SAT
4	Parameters	
5	Geometric Volume	75L
6	Agitator System	Bottom Mounted Magnetic Mixer
7	Vent Filtration	0.2 µm final filter, code 07
8	Piping	Sanitary Construction Orbital welding with 10% documented baroscopic inspection Dead legs as per ASME BPE Sanitary Diaphragm Valve where ever used with EPDM diaphragm
9	MOC	
10	Product Contact Parts	SS316L
11	Elastomers	EPDM/ PTFE with FDA Compliance
12	Non-Product Contact	SS304; Matt Finish
13	Control Cabinet	SS304
14	Surface Finish (Ra)	≤ 0.6 µm
15	Process Vessel Ports	Connection at Top dish: Pressure Gauge Level Sensor Port Exhaust Line Port Rupture Disc Port Spray Ball Port Acid addition port Alkali addition port Connection at Shell Bottom: pH probe in gold type Port Temperature Port
16	Working Pressure	Shell: 0 to 3.0 bar(g) Jacket: 0 to 3.0 bar(g)
17	Design Pressure	Shell: -1 to 4.0 bar(g) Jacket: -1 to 4.0 bar(g)
18	Design Temperature	150°C
19	Operating Temperature	20°C to 130°C
20	Radiography	10% of T joints on shell and 100% on both dishes

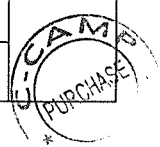


21	Measured parameter	Temperature of Vessel , pH, Level in Process Vessel, RPM Pressure	7
22	Controlled Parameters	Temperature of Vessel during ESIP, pH (with both Acid and Alkali) Level , Pressure , RPM	
23	Interlocks and Alarms	Alarms to be provided for all High/Low of all measured parameters. Additionally, as required for the safety.	
24	Control system	PLC with SCADA (Siemens)	
25	Recipes/Sequences/ Batch Instruction	Recipes for following operating steps Pressure Hold Test. Media Preparation & Hold ESIP CIP	
26	IPC	Viewing of all measured parameters Trending Alarm Acknowledge Process step start/stop and Acknowledgements	
27	Automation system	Semi-automated system - 21 CFR Part 11 compliance	7
28	Power	The wiring of Control and Instrumentation shall be provided with UPS power	
29	Instrument ranges and accuracies	Temperature Range: 0 to 150°C Accuracy: Control loop accuracy 0.5°C during process and 1°C during SIP pH: Range: 0 to 14 Accuracy: Control loop accuracy 0.02 Pressure control : Range: -1 to 4 bar(g) Control: 0 to 3.0 bar(g) Accuracy: Control loop accuracy 0.05 bar (g)	
30	Instrument Calibration	All Instruments should have valid calibration certificates, traceable to National / International standards.	
31	Utilities		
32	Power	3PH 415 V, 1PH 230V 50 Hz	4
33	Process Air	2 – 2.5 bar(g)	
34	Chilled water	8°C, 2.0 bar(g)	
35	Plant Steam	2.5 bar(g)	
36	Documentation		
37		Vendor should provide the following documents (minimum) for approval (Post order). GA Layout (3D) As-built GA Drawing PID Component specification GA Drawing of Agitator assembly Electrical (Single line Diagram) GA of Panel, Power and Control wiring Software Functional Specification FAT and SAT Protocol Two copies of Reference Manuals, Operating and Maintenance Manuals. Recommended Spare Parts list Calibration Certificate of the Instruments	



d. 200L (G.V) Harvest Vessel

Operational Requirement		Max. Marks
1	200L Harvest vessel shall be used to collect the Harvest from 20L & 100L (G.V) Fermenter 150L Working Volume H/D Ratio: 2:1 Vent filter assembly with Inlet/ Exhaust valves for vessel pressurization and venting Automation to include SIP, Pressure, Level and CIP. Data Logging, Trend & Printing of Operation parameters of SIP, RPM, Pressure and Level.	2
2	SIP/ CIP Yes	
3	Scope 200L Harvest Vessel and control system List of critical spares for 2 years of trouble-free operation. Operation, Maintenance Manual and Qualification Protocol. Operator training and Maintenance training FAT/Installation-at-site/SAT	5
4	Parameters	
5	Geometric Volume 200L	
6	Agitator System Bottom Mounted Magnetic Mixer	
7	Vent Filtration 0.2 µm final filter, code 07	
8	Piping Sanitary Construction Orbital welding with 10% documented baroscopic inspection Dead legs as per ASME BPE Sanitary Diaphragm Valve where ever used with EPDM diaphragm	
9	MOC	
10	Product Contact Parts SS316L	
11	Elastomers EPDM/ PTFE with FDA Compliance	
12	Non-Product Contact SS304; Matt Finish	
13	Control Cabinet SS304	
14	Surface Finish (Ra) ≤ 0.6 µm	
15	Process Vessel Ports Connection at Top dish: Pressure Gauge Level Sensor Port Exhaust Line Port Rupture Disc Port Spray Ball Port Acid addition port Alkali addition port Connection at Shell Bottom: Spare in gold type Port Temperature Port	
16	Working Pressure Shell: 0 to 3.0 bar(g) Jacket: 0 to 3.0 bar(g)	
17	Design Pressure Shell: -1 to 4.0 bar(g) Jacket: -1 to 4.0 bar(g)	
18	Design Temperature 150°C	
19	Operating Temperature 20°C to 130°C	
20	Radiography 10% of T joints on shell and 100% on both dishes	



21	Measured parameter	Temperature of Vessel , Level in Process Vessel, RPM, Pressure	7
22	Controlled Parameters	Temperature of Vessel during ESIP pH (with both Acid and Alkali) Level, Pressure, RPM	
23	Interlocks and Alarms	Alarms to be provided for all High/Low of all measured parameters. Additionally, as required for the safety.	
24	Control system	PLC with SCADA (Siemens)	
25	Recipes/Sequences/ Batch Instruction	Recipes for following operating steps, Pressure Hold Test. ESIP, CIP	
26	IPC	Viewing of all measured parameters, Trending Alarm Acknowledge, Process step start/stop and Acknowledgements	
27	Automation system	Semi-automated system - 21 CFR Part 11 compliance	7
28	Power	The wiring of Control and Instrumentation shall be provided with UPS power	
29	Instrument ranges and accuracies	Temperature: Range: 0 to 150°C Accuracy: Control loop accuracy 0.5°C during process and 1°C during SIP Pressure control : Range: -1 to 4 bar(g) Control: 0 to 3.0 bar(g) Accuracy: Control loop accuracy 0.05 bar (g)	
30	Instrument Calibration	All Instruments should have valid calibration certificates, traceable to National / International standards.	
31	Utilities		
32	Power	3PH 415 V, 1PH 230V 50 Hz	4
33	Process Air	2 – 2.5 bar(g)	
34	Chilled water	8°C, 2.0 bar(g)	
35	Plant Steam	2.5 bar(g)	
36	Documentation		
37		Vendor should provide the following documents (minimum) for approval (Post order). GA Layout (3D) As-built GA Drawing PID Component specification GA Drawing of Agitator assembly Electrical (Single line Diagram) GA of Panel, Power and Control wiring Software Functional Specification FAT and SAT Protocol Two copies of Reference Manuals, Operating and Maintenance Manuals. Recommended Spare Parts list Calibration Certificate of the Instruments	
		TOTAL	25

Please note: Point no 9 onwards, technical evaluation will be done and vendors scoring 90% and above will qualify for price bid opening. For scientific applications all points mentioned under “operational requirements” are critical and vendors qualifying minimum 85% will be considered for technical evaluation. Thereafter, financial proposal shall be evaluated. The commercially lowest bidder shall be the first preferred vendor.

Hardware and software for data logging and fermentation process control.

Detailed demonstration and handholding of three fermenters runs.

Warranty: 5 years from the date of complete installation and commissioning.



ANNEXURE - B

SCHEDULE OF EXPERIENCE

Please furnish list of major supplies/works undertaken in relevant to this tender during the past two years.

Sl. No.	Name of the company with full address	Name of project	Purchase Order No. & date	Brief description	Value (Rs.)
Signature					
Name					
Designation					
Name of company					
Date					
Seal of the company					



ANNEXURE – C

SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

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The bidder hereby certifies that the above mentioned are the only deviations from Technical Specification of this tender. [State NIL if no deviation is envisaged].

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	



COVER – II PRICE BID

Fermenter(20L)-1No., Fermentor (100L)- 1No., Media Vessel (75L)- 1 No., Harvest Vessel (200L)-2 Nos.

Sl. No.	Item Description	Qty	Unit Price	Total Price

Please enter Unit Price, Total Price and Grand Total in figures as well as words. Unit price and Total Price may be entered below each item.



Bid Security Declaration
(to be submitted on Company's Letter Head)

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.

Name and Signature
of Authorized Signatory
and Company Seal



(to be printed on Supplier's letterhead)

INTEGRITY PACT

General

General This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on day of the month of, between, on one hand, General Manager (A & F), Centre for Cellular and Molecular Plat Forms GKVK, BELLARY ROAD, BANGALORE – 560 065. “BUYER” of the First Part and M/s..... represented by Shri....., Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the Second Part.

WHEREAS the BUYER proposes to procure **Fermenter(20L)-1No., Fermentor (100L)- 1No., Media Vessel (75L)- 1 No., Harvest Vessel (200L)-2 Nos.** and the BIDDER/Seller is willing to offer/has offered the stores and 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 BUYER is an Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption 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 BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

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

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

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

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

3. Commitments of BIDDERS:

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

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

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 BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the 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 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

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

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

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

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

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

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

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

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

3.12 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 BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

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 process or the contract, if already awarded, can be terminated for such reason.

5. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :

5.1 Performance Guarantee Bond is mandatory.

5.2 Successful tenderer/bidder should submit performance guarantee as prescribed above to be sent to General Manager (A&F), C-CAMP on or before 15 days from the due date of issue of order acknowledgement. The PBG to be furnished in the form of bank guarantee as per proforma or annexure of the tender documents, for an amount covering 3% of the purchase order value.

5.3 The Performance Guarantee should be established in favour of "General Manager (A & F), C-CAMP, Bangalore.

5.4 PBG to be established through any of the National Banks (whether situated at Bangalore or outstation) with a clause to enforced the same on their local branch of Bangalore or any scheduled bank (other than national bank) situated at Bangalore. Bonds issued by cooperative banks will not be accepted.



5.5 Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.

5.6 The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.

5.7 The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of Two year or up to warranty period whichever is later from the date of order acknowledge. In case PBG needs extensions up to extension period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.

5.8 For successful suppliers, if PBG is not submitted within 15 days from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.

5.9 No interest shall be payable by the buyer to the Bidder on PBG.

6. Sanctions for Violations

6.1 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 BUYER to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) 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.



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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems 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/system or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & 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 BUYER.

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 up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The Parties hereby sign this Integrity Pact.

BUYER

BIDDER

General Manager (A &F),CCAMP, Bangalore

Signature with seal

Date & Place:

Date & Place:

Witness

Witness

1. _____

1. _____

(Indenter)

2. _____

2. _____



