



# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI**

(An Autonomous Institute of National Importance under Ministry of Education, Govt. of India)  
C/o. Sree Rama Engineering College, Rami Reddy Nagar, Karakambadi Road,  
Mangalam P.O., Tirupati – 517 507, Andhra Pradesh.

## Global Tender Enquiry

**Global Tender Ref. No: IISERT-PUR-0014-21**

**Date: 23/08/2021**

Indian Institute of Science Education and Research Tirupati invites online bids (e-tender) in two bids systems, from OEM/Authorized distributors/Authorized dealer of the following categories for the following item

Category of Suppliers invited for this Tender

- Class I local Supplier – has local content equal to more than 50%
- Class II local Supplier – has local content more than 20% but less than 50%
- Non –Local Supplier – has local content less than or equal to 20%

Item Description: Supply, Installation and Commissioning of MALDI TOF/TOF System at IISER Tirupati -Qty 01 No

The Tender Document can be downloaded from Central Public Procurement (CPP)Portal <https://eprocure.gov.in/eprocure/app> (or) from the Institute website <http://www.iisertirupati.ac.in/tenders/> and bid is to be submitted online only through the E-procurement portal up to the last date and time of submission of tender.

Critical Dates of Tender

Sr. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	23/08/2021	18:00 Hrs.
2	Pre-Bid Meeting via Google Meet/Zoom/Webex/any	02/09/2021	16:30 Hrs.
3	Bid Submission Start Dates	03/09/2021	15:00 Hrs.
4	Bid Submission Close Date	23/09/2021	15:00 Hrs.
5	Opening of Technical Bids	24/09/2021	15:30 Hrs.

No manual bids will be accepted. All quotation (both Technical and Financial) should be submitted online through E-procurement portal of <https://eprocure.gov.in/eprocure/app>

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.



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### INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Tender Document has been published and can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> (or) from the Institute website <http://www.iisertirupati.ac.in/tenders/>

The bidders are required to submit soft copies of their bids electronically online only through the E-procurement portal up to the last date and time of submission of tender.

The bidders are required to submit soft copies of their bids electronically on the <https://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates.

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bid online on <https://eprocure.gov.in/eprocure/app> the e-tendering portal.

More information useful for submitting online bids on may be obtained at: <https://eprocure.gov.in/eprocure/app>

### GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<URL:http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.



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8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS format. Bid Original documents may be scanned with 100 dpi with Black & White option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents.
5. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1. Bidder should log into the website well in advance for the submission of the bid so that they



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can upload the bid well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by IISER Tirupati. Failure to do so (or) incomplete/partial submission shall lead to rejection of the bid.
3. In case of Bank Guarantee (BG) bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Technical Bid. In case of non-receipt of BG in original by the said time, the uploaded bid will be summarily rejected.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided (as per Chapter-5) and no other format is acceptable. The Financial Bid can be submitted in PDF format also. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.



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## **ASSISTANCE TO BIDDERS**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.



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### CHAPTER-1: INVITATION FOR TENDER OFFERS

Indian Institute of Science Education and Research Tirupati invites online bids (e-tender) in two bids systems, from OEM/Authorized distributors/Authorized dealers of the following categories for the following item

**Item: :** Supply, Installation and Commissioning of MALDI TOF/TOF System at IISER Tirupati

#### Category of Suppliers invited for this Tender

- |                             |   |
|-----------------------------|---|
| i) Class I local Supplier   | - has local content equal to more than 50%          |
| ii) Class II local Supplier | - has local content more than 20% but less than 50% |
| iii) Non –Local Supplier    | - has local content less than or equal to 20%       |

1. The Bidders are requested to give detailed tender in two Bids i.e.

- Part - I: Technical Bid.
- Part - II: Commercial Bid.

2. **PRE-BID MEETING:** IISER Tirupati will be conducting a Pre-bid meeting online through G-Meet/Zoom/Webex/any other virtual meeting tool on 02/08/2021 from 04:30 PM to 05:30 PM (IST). All prospective bidders are requested to kindly send their queries through email at [purchase@iisertirupati.ac.in](mailto:purchase@iisertirupati.ac.in) so as to reach latest by 01/08/2021.

Clarifications to all the queries received before the due date will be given during the Pre-Bid Meeting and only the queries which remain unclarified (or) the queries which have an impact on the change in technical specifications will be mentioned in the minutes of the pre-bid meeting and the same will be uploaded on our website and CPPP portal.

In the event of all queries received being clarified during the pre-bid & if there are no changes in the technical specifications then nil report will be uploaded in the website and CPPP portal.

**No queries will be entertained after the Pre-bid meeting.**

The Pre-Bid meeting link shall be sent by email to the bidders interested in attending the Pre-Bid meeting upon their request. Bidders interested must send a request for access to the Pre-Bid meeting at [purchase@iisertirupati.ac.in](mailto:purchase@iisertirupati.ac.in).

Bidders attending Pre-Bid meeting online must ensure an active and uninterrupted high-speed internet connection with a working microphone and a good quality camera from their end. In





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case of frequent disconnection (or) bad connection, IISER Tirupati will not be responsible for the same and no further correspondence will be entertained post the date of Pre-Bid meeting.

### 3. Date & Time Schedule

Sr. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	23/08/2021	18:00 Hrs.
2	Pre-Bid Meeting via Google Meet /Zoom/Webex/any other	02/09/2021	16:30 Hrs.
3	Bid Submission Start Date	03/09/2021	15:00 Hrs.
4	Bid Submission Close Date	23/09/2021	15:00 Hrs.
5	Opening of Technical Bids	24/09/2021	15:30 Hrs.

Supply means: "Supply, Installation, Commissioning and Satisfactory demonstration of the whole system and training". If any charges extra are payable for Installation, Commissioning and training, the same should be specified in the commercial bid.

### 3. Availability Of Tender:

The Tender Document has been published and can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> (or) from the Institute website <http://www.iisertirupati.ac.in/tenders/>

The bidders are required to submit soft copies of their bids electronically online only through the E-procurement portal up to the last date and time of submission of tender.

### 4. Envelope 1 - Technical Bid:

4.1. The online envelope clearly marked as "**Technical Bid - Envelope No. 1**" shall contain all the scanned copies of originals documents in PDF Format.

- Compliance statement/questionnaire of tender terms and conditions as per Annexure- 'A'.
- Compliance statement of specifications as per Annexure- 'B'.
- Bid Securing declaration as per Annexure- 'C'.
- Manufacturer Authorization as per Annexure - 'D'.
- Previous Supply Order List Format as per Annexure - 'E'.





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- f) Bidder Information Form as per Annexure –‘F’.
- g) CERTIFICATE BY BIDDER- DPIIT REGISTRATION Annexure –‘G’
- h) Declaration Regarding Clean Track/No Legal Action as per Annexure –‘H’.
- i) Annual Maintenance Contract as per Annexure- ‘I’
- j) Acceptance Of Tender Terms as per Annexure – ‘J’
- k) No Relation Certificate – as per Annexure – ‘K’
- l) UNDERTAKING FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE Annexure – ‘L’
- m) PRE-CONTRACT INTEGRITY PACT – ‘M’
- n) Solvency certificates for Rs.2,00,00,000.00 (Two Core)-not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the Bank account.
- o) Copy of GST/ PAN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of NISC/MSME registration wherever it is applicable should also be provided in Technical Bid.
- p) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions. Without submission of the technical literature w.r.t. and in-line with the technical bid, the bid shall not be considered for further evaluation.
- q) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 03% of the purchase order value by way of Demand Draft / Bank Guarantee in favor of The Director, IISER Tirupati.
- r) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME or appropriate authority.
- s) Details of supplies of similar Works/Supplies along with photocopies of previous Purchase orders and details of place of supply along with contact details
- t) Undertaking on letter head regarding the Warranty Terms as mentioned in Point No.10 below
- u) In the event of bidder opting for manual submission of Tender Fee, the Scanned copy of Tender Fee is required to be submitted in original should be posted/couriered/given in person to the concerned official before the Online Opening of the Technical Bid, failing which the bids shall not be considered for further selection process. The Institute will not be responsible for any postal delay



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Assistant Registrar (Stores & Purchase)  
Indian Institute of Science Education and Research (IISER), Tirupati  
Transit campus: C/o Sree Rama Engineering College Campus,  
Rami Reddy Nagar Karakambadi Road, Mangalam (B.O), Tirupati - 517 507  
Website: <http://www.iisertirupati.ac.in/>

w) Check List

### **4.2. TENDER FEE**

- a) Tender Fee of Rs. 1,000/- (One Thousand only) in the form of Demand Draft from Nationalized/scheduled bank in favour of The Director, IISER Tirupati, payable at Tirupati. The firm registered with NSIC/MSME as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of FEE.

In the event of bidder opting for manual submission of Tender Fee in the original should be posted/couriered/given in person to the concerned official before the Online Opening of Technical Bid. In case of non-receipt of BG in original by the said time, the uploaded bid will be summarily rejected.

**Note:** If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid. The Institute reserves the right to accept/reject the bid.

Bids submitted without Tender Fee shall stand rejected and will not be considered for further evaluation process. Tender Fee will not be accepted in the form of cash / cheque or any other form other than Bank Guarantee/On-Line Transfer.

- i) The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Performa invoice of their principals for this tender. The Authorization Certificate from the OEM on their letter head must be given clearly authorizing the bidder as their representative for this tender. The details of the tender like the tender number, date and name of the Institute must be clearly mentioned by the OEM in its authorization letter given for submission to the bidder. Failure to submission of this document (or) improper/incomplete/any generic (or) vague documents shall lead to rejection of the bid.



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vi) Bids submitted without Tender fee will be rejected & no correspondence in this regard shall be entertained.

## 4.3. Technical Specifications:

Time & Specifications are the basic essence of the contract. It must be ensured that the offers must be strictly as per the tender specifications and must strictly adhere to the project/delivery timelines. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation.

A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.

The Technical bid should not contain any price information (or) anything related to Financial Bid. Any mention of commercials/prices in the technical bid shall lead to disqualification of the tender and shall not be considered for further evaluation process.

Non-compliance of the above shall be treated as incomplete/ambiguous bid and the bid will be ignored/rejected without giving an opportunity for clarification/negotiation etc. to the bidder.

## 4.4. Compliance Statements:

i) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE-‘B’. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification must be attached with the quotation.

ii) Similarly, the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure -‘A’, along with quotation (with techno- commercial bid in case of two bid tender system).

iii) The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer will not be considered.



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## 5. Envelope 2: “Commercial Bid” shall contain:

- i.) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.
- ii) The BIDDERS are requested to quote for Educational Institutional Price for Equipment and software, since IISER TIRUPATI is an educational institution of national importance and is entitled for the concessional price.
- iii) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- iv) List of deliverables / Bill of materials and services.
- v) Annual Maintenance Certificate as per Annexure –‘H
- vi) In case of foreign quote, the address of Principal’s / Manufacturer’s and their Banker’s details should be furnished.

Note:

- (i) No request for extension of due date will be considered under any circumstances.
- (ii) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals’/their authorized agents.

6. IISER Tirupati may issue corrigendum to tender documents before due date of Submission of bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IISER Tirupati.

## 7. Bid Opening and Evaluation Process:

- a. Technical Bids will be opened as per the Date Schedule & Time.
- b. Financial Bids/Commercial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids /Commercial will be announced later.
- c. Bids would be summarily rejected, if tender is submitted other than through online (or) Tender Fee in original is not submitted within stipulated date / time. IISER Tirupati shall not be responsible for any postal delay.

## 8. Technical Committee



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(i) On the due date, the Technical bids will be opened and referred to a duly constituted technical committee. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.

(ii) The technical evaluation will be an assessment of the Technical Bid. IISER Tirupati representatives will proceed through a detailed evaluation of the Technical Bids as defined in Chapter IV (Schedule of requirements, specifications and allied technical details), in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IISER Tirupati will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.

(iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER Tirupati and these criteria/recommendation will also form as a part of short-listing of the firms.

(iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IISER Tirupati or from other Institutes and also call for Technical presentations/mock up/demo from the BIDDERS if it is required so.

(v) The Institute may call for Technical Presentation/mock-up/demo of the product as a part of the technical evaluation by giving sufficient time for the bidders to make arrangements for the same.

(vi) The information received and the bids already submitted together and presentations/mock ups/demo (if any) will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.

(vii) After the technical evaluation is completed and approved, IISER Tirupati shall inform to the BIDDERS whose bids have been rejected technically along with the reasons for rejection.

(viii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.

(ix) In the event of seeking any clarification from various BIDDERS by IISER Tirupati, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item, it amounts to non-compliance and hence such bid will not be considered for



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further evaluation. Further during this process if any BIDDER indicates the price during the clarification, such bids also will not be considered for further evaluation.

## 9. Commercial Bid Evaluation:

Based on results of the Technical evaluation IISER Tirupati evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

a) IISER Tirupati shall be free to correct arithmetical errors on the following basis:

(i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

b) Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the Commercial bids i.e. Financial Bid in the case of two-part bidding.

c) The bids shall be evaluated on the basis of final landing cost as per format given in Price Schedule in case of import / indigenous items.

d) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under:

- Towards customs duty and other statutory levies - as per applicable rates.
- Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

e) Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.

f) The Vague terms like “packing, forwarding, transportation ..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**



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- g) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.
- h) If there are any discrepancies in price schedule and tender document please refer to the BOQ in the Central Public Procurement Portal, the BOQ item/words/conditions mentioned in BOQ prevails
10. The Director, IISER Tirupati reserves the right to accept the offer in full or in parts or reject summarily or partly.
11. The relatives / near relatives of employees of the client are prohibited from participation in this bid. The near relatives for this purpose are defined as:
- (a) Members of a Hindu Undivided Family.
  - (b) Their husband or wife.
  - (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
12. Loading & Unloading: The loading and unloading of materials at IISER Tirupati during delivery is completely at the bidder scope. The bidder has to plan for the manpower and equipment if required for loading and unloading of the material.





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## CHAPTER-2: INSTRUCTIONS TO BIDDERS

### 1. PREPARATION AND SUBMISSION OF OFFERS:

a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/Agent. In case of bid by authorized dealer/distributor/ Agent, the manufacturer authorization should be attached with the technical bid as per **Annexure-‘D’**.

**One Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Agent is representing another manufacturer for the same item.**

**Bids from only one authorized distributor/retailer/reseller will be entertained, who has authorization from the company to quote for this tender. Multiple bids from various distributors from the same manufacturer will not be entertained & the company / principle providing multiple authorizations will be rejected from the tender.**

b) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.

b) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.

c) In case of NON – LOCAL SUPPLIER i.e. a bidder is not doing business within India, the bidder shall furnish the certificate to the effect that the bidder is (or) will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period (or) ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

d) Before the deadline for submission of the bid, IISER Tirupati reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on CPP portal and on the IISER Tirupati website.

f) Conditional tenders will be summarily rejected.



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### 2. Delivery Period / Timeliness:

The deliveries & installation must be completed within 90 Days (Ninety Days) days after placement of purchase order. The time along with the specifications is the essence of the contract. It is mandatory for the BIDDERS who respond to this bid to meet these expectations, as are tightly linked to IISER Tirupati plans of completing the project within the time frame.

### 3. Security Deposit:

a. Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 3% of the purchase order value in the form of Demand Draft/Bank Guarantee **(from scheduled Bank only)** favouring the Director, Indian Institute of Science Education and Research, Tirupati.

b. The IISER Tirupati will forfeit the 03% security deposit if vendor fails to execute the order as per the Purchase Order.

c. The Security Deposit should be valid for warranty period + 90 days, as the same will extend as Performance Bank Guarantee. Hence while preparing the BG, the time period required for delivery and installation and warranty + 90 days needs to be accounted for to cover the BG validity period.

d. This Security Deposit will be refunded to the bidder only on satisfactory completion of all contractual obligations as per this Tender and Purchase Order issued against this Tender.

e. **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**

### 4. Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc, post-sales and post-warranty support, AMC (if required) support and technical and administrative assistance related to product until end of life of the product and a while submitting your bid, you may confirm this condition.



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### 5. Bid Validity Period:

- a. The prices must be valid at least for a period of **180 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later
- b. Bid evaluation will be based on the bid prices without taking into consideration the above corrections

### 6. AWARD OF CONTRACT:

- a. IISER Tirupati, shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- b. If more than one BIDDER happens to quote the same lowest price, IISER Tirupati reserves the right to award the contract to more than one BIDDER or any BIDDER. In such cases, the bid shall be awarded to the bidder with the highest combined annual turnover for the previous three years.

### 7. IISER Tirupati reserves the right to vary quantities at the time of Award:

- a. IISER Tirupati reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of IISER Tirupati, the quantities in the contract may be enhanced by 25% within the delivery period.
- b. Firms which have already supplied similar equipment to IISER Tirupati and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offer will not be considered for further evaluation and no enquiries thereafter will be entertained.

### 8. Cargo Consolidation and Customs Clearance:

IISER Tirupati has appointed its own Freight Forwarder and Custom House Agent for all the imports. Please note that all the consignments have to be routed through their associates only. The address and contact details will be provided at the time of placing the Purchase Order. This has to be confirmed by the bidders during submission of their bids.



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## 9. Fraud and Corruption:

The IISER Tirupati requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

**(i) “Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

**(ii) “Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

**(iii) “Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and

**(iv) Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) The IISER Tirupati will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

## 10. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, The Director, IISER Tirupati interpretation of the clauses shall be final and binding on all the parties.



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### CHAPTER - 3 : CONDITIONS OF CONTRACT

#### 1. Prices:

Bid prices should be filled in the appropriate format as mentioned in Price Schedule. All the bidders should quote prices for each and every item/accessories separately

#### A) Bidders Quoting in Indian Rupees (INR)

(i) The price of the goods must be as per the BoQ.

(ii) In case of BoQ requesting for prices without GST. GST will be paid as per the norms. In the case of BoQ requesting for prices with GST and the bidder quoting without GST, the price quoted by the bidder shall be considered as with GST as per the BoQ and the bidder must be able to supply at the same rate mentioned in the BoQ. No request for additional charges apart from those mentioned in BoQ shall be entertained.

(iii) The price mentioned in BoQ must be inclusive of transportation, Insurance, loading and unloading and any other local service required for delivering the goods for the desired destination as decided by the IISER Tirupati. Loading and unloading is strictly in the scope of the bidder. IISER Tirupati will not provide any manpower/equipment support towards the same. The bidder must ensure all logistics, manpower support, machine and equipments required (if any) for delivering and installing the equipment at the determined location as informed by the Institute.

(iv) The installation, commissioning and training charges (if any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.

(v) The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.

(vi) UNLOADING OF THE GOODS AT IISER TIRUPATI IS STRICTLY IN THE SCOPE OF THE BIDDER. NO MANPOWER/EQUIPMENT/MACHINE/LOGISTICAL SUPPORT WILL BE PROVIDED BY IISER TIRUPATI.

(vii) The goods must be disinfected properly before dispatching. The same has to be mentioned on the dispatch boxes also mentioning the date of disinfecting the boxes.

(viii) A representative of the successful bidder must be available during the delivery of the equipment at the Institute & must disinfectant the boxes again upon arrival at the Institute in



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case the shipping time to reach IISER exceeds forty-eight (48) hours. This has to be adhered to strictly in the larger public interest of the staff and the people in contact with the boxes shipped to the Institute.

### **B) Bidders Quoting in Foreign Currency.**

(i) The mode of shipment must be clearly mentioned in the BoQ viz Ex-works, FCA, FOB, CIP, DDP etc.

**(ii) Courier mode of shipments will not be acceptable. The Shipments must be dispatched under Cargo Mode only.**

(iii) The mode of shipment once mentioned cannot be changes without the consent of the IISER Tirupati.

(iv) Any financial implication leading to change of mode of shipment or any deviation from the bid submitted shall be borne by the bidder.

(v) The charges towards insurance and transportation of the goods and agency commission must be clearly mentioned.

(vi) The installation, commissioning and training charges (if any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.

(vii) The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.

(viii) UNLOADING OF THE GOODS AT IISER TIRUPATI IS STRICTLY IN THE SCOPE OF THE BIDDER. NO MANPOWER/EQUIPMENT/MACHINE/LOGISTICAL SUPPORT WILL BE PROVIDED BY IISER TIRUPATI.

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(x) A representative of the successful bidder must be available during the delivery of the equipment at the Institute & must disinfectant the boxes again upon arrival at the Institute in case the shipping time to reach IISER exceeds forty-eight (48) hours. This has to be adhered to strictly in the larger public interest of the staff and the people in contact with the boxes shipped to the Institute.



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C. IISER Tirupati is exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. No other charges than those mentioned clearly in the quotation will be paid.

D. **Bidders may also bid for High Sea sales.** However, entire documentation and clearance process will have to be handled by the Bidder. Any penalties/fine/demurrage levied by the Customs due to delay in paper work will be in the scope of the bidder. IISER Tirupati shall provide only statutory documentation wherever necessary.

### 2. Bank Charges:

All Bank charges inside India, including opening of LC, to IISER Tirupati Account and all charges outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account.

### 3. Agency Commission & Services:

a) The Indian Agency commission if any will be payable in Indian currency only after the receipt of consignment in good condition at our Stores and satisfactory installation, commissioning and demonstration of the ordered equipment.

b) In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission and taxes if any payable to him. Such amounts will be paid in Indian Currency to the Indian Agent.

c) Details of services rendered by the Agency/Indian Agent as well as after-sales services offered are to be clearly specified in the bid.

4. **Currency of Payment** - The contract price will be paid in the currency/currencies in which the price is stated in the contract.

5. **Performance Bank Guarantee:** The 3% Security Deposit which is mentioned above (Chapter 2 Point No 3) will be extended as Performance Bank Guarantee for a period of warranty period.

6. **Pre-installation:** The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in IISER Tirupati the bidder shall confirm that the pre-installation requirements are sufficient for installation of the equipment. The BIDDER should continuously





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monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation. Bidders should also bring sufficient technical manpower for verification of pre-installation pre-requisites. Any requirement mentioned after the arrival of equipment to IISER Tirupati which may lead to delay in installation may lead to levy of penalty as decided by the institute.

### **7. INSTALLATION:**

- a) BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site, unless otherwise instructed by the Institute, failing which a penalty of INR 500 per day from the day of actual installation requested by the Institute till the date of installation done by the bidder shall be levied.
- c) After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested to adhere to minimum down time should be covered in the Technical Bid.
- d) Sufficient technical manpower and housekeeping manpower must be arranged by the bidder at the time of installation and unloading of the equipment/goods.

### **9. INSPECTION:**

- a) The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- b) In case of receipt of the material in short supply or damaged condition, the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the IISER Tirupati. FOR or CIF basis to the institute till satisfactory installation of the system, with in the stipulated time as decided by the Institute failing which penalty 1% of the total order value per week will be levied.

9. **TRAINING:** Wherever needed, Scientist/Technical persons of the Institute should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

10. **WARRANTY / SUPPORT:** A clear confirmation on letter head should be given for this item along with acceptance to the points mentioned below:-

- a) The items covered by the schedule of requirement shall carry minimum Five years of comprehensive warranty from the date of acceptance of the equipment by IISER Tirupati.



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Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours, failing which penalty INR 5000 per day would be levied and same shall be deducted from Performance Bank Guarantee. The same has to be accepted by the bidder and acceptance for the same has to be mentioned on the letter head in the technical bid.

b) The turnaround time for resolving of any issue in case of indigenous bidders is 15 days and in case of import is 30 days from the date of intimation by the institute. Any delay in resolving the issue beyond the stipulated period mentioned above shall lead to extension of warranty period and forfeiture of the PBG.

c) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. No cost will be borne by IISER Tirupati.

d) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

e) The Bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.

f) The equipment must be supported by a Service Centre in India manned by the technical support engineers. Also, it should be possible to contact the Principal's vendor support Centre on a toll-free number/web/mail. The support through this Centre must be available. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year.

g) The manufacturer/OEM should facilitate the bidder/Agent on regular basis with technology / product updates & extend support for the warranty as well.

h) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

i) The principal vendor must have a local logistics support by maintaining spares in the country of deployment of the equipment, with the Indian Agent. This is to ensure immediate



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delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.

j) Details of the onsite warranty along with the details of the agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer

k) **Commencement Of Warranty Period:** The warranty period of an item shall commence from the date of successful installation, commissioning and demonstration at IISER Tirupati. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

12. **Reasonability of Prices:** The prices quoted must be the prices applicable for a premiere Education and Research Institute of National Importance. The bidder must give details of identical or similar equipment, if any, supplied to other IITs/ IISERs/ CSIR labs/ CFTI's during the last three years along with copies of the Purchase Orders and Performance certificate from them.

13. **Annual Maintenance Contract:** The bidder must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention, wherever applicable. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.

14. **Indemnity:** The vendor shall indemnify, protect and save IISER Tirupati against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment's supplied by the bidder/OEM.

### 15. Freight & Insurance:

a) **Imports:** In case of imports the freight & insurance will be paid by IISER Tirupati, as the consignments are shipped through the IISER Tirupati nominated freight forwarder (applicable only cases of FCA/FOB shipments).

b) **Indigenous :** The equipment'/items to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IISER Tirupati site in case of Indian Rupee (INR ₹) transaction.



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16. **Payment:** - No advance payments are allowed under any circumstances.

## A) INDIGENIOUS

For Indigenous items, 90% payment shall be made against delivery, installation, commissioning and balance 10% on demonstration of the whole system to the satisfaction of the Institute/Scientist/Technologist/Indentor/Professor etc.

If the PBG submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period the same will be done before release of the balance 10% Payment. Please note that the warranty period will be extended in case of non-resolving of issues in a stipulated time given by the institute as mentioned above.

## B) IMPORT

i) **Letter of Credit** will be established for 100% order value excluding the Agency Commission due to the Indian Agents. The Letter of Credit will be established only on receipt of the Security Deposit as per Chapter 2 Clause No. 3.

90% payment shall be made against the presentation of original Shipping documents to our bankers or as per the LC terms and conditions. Balance 10% will be released after completion of satisfactory

installation, commissioning, demonstration of the whole system to the satisfaction of the Institute/User Scientist Technologist/Indentor/Professor. If the PBG, submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period the same will be done before release of the balance 10% Payment. Please note that the warranty period will be extended in case of non-resolving of issues in a stipulated time given by the institute as mentioned above.

(OR)

ii) **By Wire Transfer** - 90% payment shall be made against delivery, installation, commissioning and balance 10% on demonstration of the whole system to the satisfaction of the Institute/User Scientist /Technologist/Indentor/Professor.

If the PBG submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period the same will be done before release of the balance 10% Payment

iii) The payment of local currency portion shall be payable in Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation, commissioning and demonstration.



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iv) The Agency Commission to the Indian Agent will be paid in INR only after successful installation, commissioning and satisfactory demonstration and acceptance of the items ordered for by the end user.

### 17. Liquidity Damage for delayed Services

i) As time and specifications is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to, failing which, IISER Tirupati will forfeit SD and also LD clause will be applicable /enforced.

ii) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

iii) IISER Tirupati reserves the right to cancel the order in case the delay is more than 06 weeks. Penalties, if any, will be deducted from the Security Deposit.

### 18. Public Procurement (Preference to Make in India), Order 2017:

a) IISER Tirupati shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abides with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

b) As per the above order and its subsequent amendments “Local Content” means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly the suppliers will be classified in following categories.

- i) Class I local Supplier – has local content equal to more than 50%
- ii) Class II local Supplier – has local content more than 20% but less than 50%
- iii) Non –Local Supplier – has local content less than or equal to 20%

c) **Verification of Local Content** : The Class I Local Supplier /Class II Local Supplier/Non-Local Supplier at the time of bidding shall be required to indicate the percentage of local content and



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provide self-certification that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

In case of procurement in excess of Rs.10 crores, the suppliers shall be required to provide the certificate from the Statutory auditor or cost auditor of the company giving the percentage of local content.

**Note:**

In case a complaint is received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/ domestic value addition in an electronic product, the same shall be referred to IISER TIRUPATI.

Any complaint referred to IISER TIRUPATI shall be disposed of within 4 weeks. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an electronic product to IISER TIRUPATI. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonfires of the claim.

A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured electronic products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by Demand Draft to be deposited with IISER TIRUPATI. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

**The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.**

**19. Mandatory Requirement of registration for bidders sharing land borders with India:**

Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

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

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture





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(that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

For details about registration procedures please visit the above-mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection.

Bidders are also requested to submit the Model Certificates as **per Annexure 'K'** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

**20. Force Majeure:** IISER Tirupati may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises. The bidder will immediately notify the IISER Tirupati by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, the Institute may cancel the purchase order issued, without liability.

**21. DISCREPANCIES** If there are any discrepancies in price schedule and tender document please refer to the BOQ in the Central Public Procurement Portal, the BOQ item/words/conditions mentioned in BOQ prevails.





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## **22. Dispute Settlement:**

IISER Tirupati and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the IISER Tirupati and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, IISER Tirupati, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier, then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

**23. Jurisdiction:** The disputes, legal matters, court matters, if any, shall be subject to Tirupati Jurisdiction only.

**Assistant Registrar (S&P)**



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## CHAPTER 4

### SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

#### Technical specifications for the MALDI TOF/TOF system

Requirement of a high-resolution MALDI time-of-flight mass spectrometer for the analysis of proteins, peptides, lipids, metabolites, nucleic acids, polymers, and other small organic molecules with both qualitative and quantitative/semi-quantitative approaches. It must include a high-resolution mass spectrometer along with analysis platforms including appropriate software for respective studies on proteomics, metabolomics, lipidomics, and polymers with both positive and negative mode ion detection for the following applications:

- Identification and characterization of intact proteins.
- Peptide identification and characterization.
- Characterization of post translational modifications, de novo sequencing, gel-based and non-gel-based applications.
- Molecular characterization and intact mass determination of glycans, nucleic acids and peptide-nucleic acid complexes.
- Polymer analysis.
- Capable of analyzing complex and simple lipids/metabolites.
- MS/MS analysis of at least  $m/z = 10$  kDa.
- Capable of upgrading to tissue imaging and TLC imaging applications as mentioned in the optional accessories/software.

#### **1. System specifications**

The instrument should consist of two stages of ion acceleration with the second stage used for MS/MS analysis of masses resolved by the first stage.

- It should be operational in linear, reflector and MS/MS mode.
- The instrument should have flexibility to operate both in reflectron and linear modes with high mass resolution, sensitivity, and accuracy.
- laser beam diameters of 5  $\mu\text{m}$  is anticipated for versatile applications with different sample preparation techniques; including variable power attenuators.
- Automated cleaning of ion source.

#### **2. Ion source specifications**

- The MALDI laser should be a solid-state laser, with laser repetition rate of  $\geq 2$  KHz preferred in linear, reflectron and TOF/TOF modes.
- Laser life should be  $\geq 1$  billion shots.
- CID (collision-induced dissociation) capability (*e.g.*, Leu/Ile differentiation).



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- d) Essential target plates (minimum two numbers), different matrix and standards (as per the aforementioned applications) for mass calibration should be provided.

### **3. Linear mode operation**

- a) Data acquisition speed:  $\geq 2\text{KHz}$
- b) Mass range in this mode ( $m/z$ ): 1-500,000 Da.
- c) Mass peak reproducibility: Less than 0.05 Da.
- d) Minimum sensitivity for MS: less than or equal to 500 fmol.
- e) Mass accuracy in this mode: Less than 60 ppm with internal calibration.

### **4. Reflectron mode operation**

- a) Data acquisition speed  $\geq 2\text{KHz}$ .
- b) Mass accuracy:  $\leq 1$  ppm with internal calibration.
- c) Minimum sensitivity: 250 amol.
- d) Mass resolution:  $\geq 50,000$  FWHM at  $m/z$  3147.

### **5. MS/MS mode**

- a) The instrument should have a true tandem TOF/TOF facility.
- b) Mass resolution ( $M/\Delta M$ ): 10,000 is anticipated
- c) Minimum sensitivity: 250 amol.
- d) MS/MS range: 2000 to 6000 Da.
- e) Minimum measurable mass in MS/MS mode: 100 Da
- f) Maximum measurable mass in MS/MS Mode: 12000 Da
- g) Mass accuracy in MS/MS mode: Mass error less than 0.05 Da.

### **6. Data system and software, workstation should have following technical features**

- a) Original and licensed universal perpetual software (including free upgrades up to 5 years), computers and workstations and all interfacing hardware and software for instrument control, data acquisition and data processing must be supplied compatible to the MALDI system and should be quoted.
- b) Proteomics applications: software related to protein identification and characterization, de novo sequencing, PTM's discovery must be supplied.
- c) Dedicated application software for oligonucleotide, metabolite/lipid analysis.
- d) Dedicated application software for polymer analysis.
- e) The system should be upgradable with imaging accessories like automatic sprayer, TLC adapter, imaging software as mentioned in the optional accessories and software. This will be considered in the final evaluation criteria.
- f) Separate high configuration workstation should be quoted for the above off-line data



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processing.

- g) The system should be quoted along with 2 processing (offline) and 1 acquisition (online) computers. Minimum specifications for each computer: branded intel core i7 processor (latest generation), 4 GB dedicated graphic card, 32 GB RAM, 4 TB hard disk, Original Windows 7 Pro or higher, mouse, keyboard, and minimum 24 inches' screens. All software (and potential upgrades) should be compatible with the operating system.

### 7. Pre-installation requirements and qualification criteria

- a) IISER Tirupati will provide empty air conditioned room. Necessary arrangements for electric connections will be facilitated. It will be the vendor's responsibility to install the equipment and the accessories, as well as the infrastructure and essential facility to run the instrument. It may include but not restricted to platforms, plumbing, wiring, cylinders, piping, gas generators, computer hardware and software installations, extra electrical wiring, switches, and so on, to bring the instrument to PQ level.
- b) In case the instrument is installed in the transit campus, the vendor should take the responsibility to reinstall it in the permanent campus for free of cost.
- c) An online 10 KVA UPS system with minimum 1-hour backup for uninterrupted data acquisition.
- d) Suitable number of required gas cylinders/generators and regulators.
- e) **Warranty:** comprehensive warranty of 5 years is expected for the entire system including the third party equipment (if any).
- f) Extended warranty and AMC charges should be quoted from the date of expiry of the initial five years' warranty, under options.
- g) Global references and publications should be submitted for the system quoted.
- h) Proof of statement for the technical specifications with application notes should be submitted.

### 8. Optional accessories and software

Separate quotation for MALDI imaging accessories/software should be submitted. This will be considered for shortlisting. The specification is as follows:

- a) Compatible MALDI-imaging stage with required holders, plates, slides, *etc.*
- b) Fast data acquisition of up to 50 true square pixels/second for the imaging platform.
- c) True pixels at precise quadratic shape, adaptable to different resolution requirements down to 10  $\mu\text{m}$  at 20 Hz acquisition speed of a restricted area on a microscopic slide.



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- d) Automatic matrix sprayer for good imaging performance.
- e) TLC adapter for imaging TLC plates.
- f) Dedicated image analysis software for mining large MALDI imaging data (for both 2D and 3D images), statistical analysis, and correlation to histological scans

### **NOTE:**

1. Bidders should give point by point compliance w.r.t. the tender specifications. Bidders should provide technical literature and brochure of the offered model and mention the same in the compliance table. Bids without technical literature will be summarily rejected.

2. Point by point compliance of the bid in a tabular format w.r.t specifications along with reference to the pages in the technical literature submitted by the bidder is to be clearly mentioned and submitted.

3. Non-compliance to any of the two points above shall be treated as INCOMPLETE/PARTIAL BID & shall not be considered for further process.

4. If technical committee wishes to examine the instrument specification, the vendors may also be called for the demonstration of instrument for the various parameters.

5. The bidder must have supplied at least five (5) systems during the last three (3) years to Government Organizations we IISER/CSIRs/IITs in India. and, bidder must enclose order copies and its performance certificates.



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## CHAPTER-5 PRICE SCHEDULE FORMAT

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

### PRICE SCHEDULE FOR GOODS -INR

Name of the Bidder \_\_\_\_\_

Tender No. \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of Origin	Qty	Unit	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid)	Ex Total (FOR) - Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid) 4x6	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Institute	Ins Co & ch an
1	MALDI TOF/TOF system		01	No						
2										

Total Bid price in \_\_\_\_\_ in words

Signature of Bidder:

Name

Stamp

Note:

The cost of optional items shall be indicated separately.

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

Cost of Spares \_\_\_\_\_

Warranty if being charged include in BoQ



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## PRICE SCHEDULE FOR GOODS - FOREIGN CURRENCY

Name of the Bidder \_\_\_\_\_

Tender No. \_\_\_\_\_

1	2	3	4	5	6		7		8		9
Sl. No.	Item Description	Country of Origin & HSN Code	Qty	Unit	Unit Price		Total Price (4 x 6)		Charges for Insurance & transportation to port/ place of destination		Total Price (7+8)
					FOB Port of Shipment	FCA Port of Shipment	FOB Port of Shipment	FCA Port of Shipment	Sea	Air	CIP/CIF
1	MALDI TOF/TOF system		01	No							
2											
3											

Total Bid price in foreign Currency \_\_\_\_\_ in words.

Signature of Bidder :

Name :

Stamp

Note:

The cost of optional items shall be indicated separately.

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

(a) Cost of spares \_\_\_\_\_

(b) Warranty if being charged include in BoQ





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## ANNEXURE – A

Tender No.: \_\_\_\_\_

Due Date \_\_\_\_\_

### FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS

#### NOTE:

1. Quotation will not be considered without submission of this form.
2. If a particular question is not at all applicable, please write NA in compliance part in Col. No. 4 below.
3. Kindly see the relevant terms & conditions of the tender document in each question before replying to the questions mentioned in Col. 2 below.

S. No	Terms & conditions of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different color ink for 'No'))	Deviation from tender terms, if any, with reasons for non-compliance or alternative condition quoted for
1	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify clearly with all details)		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer		
	c) Whether the agent is registered with NSIC/MSME, if yes, please provide details with location of manufacturing unit.		
2	Whether techno-commercial Bid contains Bid Securing Declaration, technical literature/leaflets, detailed		



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	specifications & commercial terms & conditions etc. as applicable		
3	a) Whether the Proof of tender Fee is being submitted with the Technical Bid.		
4	a) If the prices are on Ex-Works /FOB, FCA/ or CIF, CIP basis for foreign currency bids (Please specify port of shipment/place of delivery abroad)		
	b) Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been separately mentioned in quotation in clear terms.		
5	a) Whether prevailing rates of GST & other govt. levies (for indigenous supplies) have been given in quotation		
6	Is the validity period of the quotation/bid specified as per our requirements ?		
7	a) Whether copies of previous supply/purchase orders of the same item from other customers have been attached with the quotation ?		
	b) Whether the Price reasonability Certificate is submitted with quotation ?		
8	Whether rates/amount of AMC after the warranty period has been mentioned ?		



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9	a) Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted		
	b) <i>Whether the country of origin of all parts/accessories of the equipment is mentioned along with compliance of the instructions issued by Government of India vide its order issued by the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020., mentioned on the letter head separately?</i>		
10	a) Whether compliance statement of specifications has been attached with the Technical Bid.		
11	a) Whether the delivery period for supply of the items has been mentioned?		
	b) Whether mode of delivery, tentative size & weight of the consignment has also been indicated?		
12	Do you agree to the submission of Security Deposit /Performance Bank Guarantee as per the terms of the Tender and has the same been mentioned in your tender?		
13	a) Do you agree with the payment terms for indigenous supplies?		<b>NO DEVIATION PERMITTED</b>



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	b) Do you agree with the payment terms for imports supplies?		
14	a) Do you agree about the date of commencement of warranty period & its extension is necessary.		
	b) Did you submit the warranty undertaking on the letter head as mentioned under the Warranty/Support heading in point No.10 above?		<b>NO DEVIATION PERMITTED</b>
15	Who will install/commission and demonstrate the equipment at IISER Tirupati. i.e Indian Agent or OEM		
16	Has Certificate about the availability of Spare parts been submitted with the Technical Bid?		
17	a) Do you agree that on receipt of material in damaged condition or short supply you will replace the same on CIF basis, free of cost pending the settlement of the insurance claim?		
	b) Do you agree with the clause of physical inspection?		
18	Whether you agree to the penalty clause for late delivery & installation?		<b>NO DEVIATION PERMITTED</b>
19	Whether training to our scientist/technical person will be given free of cost. If yes, have you specified in quotation whether it will be in our lab (or) at supplier's		



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	site in India (or) abroad.		
20	a) Whether all the pages have been page numbered and references of the pages in the technical literature is mentioned in the compliance sheet w.r.t tender specifications ?		
	b) Whether quotation has been signed and designation & name of signatory mentioned?		
21	Whether all the pages of the tender signed as acceptance to the terms and conditions mentioned in the tender document?		

Signature of the Bidder

Name

Stamp



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## ANNEXURE – B

### **FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS**

1	2	3	4	5	6
S. No.	Name of specifications/part / Accessories of tender enquiry  As per Chapter 4 of the Tender Document.	Specifications of quoted Model/ Item	Compliance  Whether “YES” Or “NO”  <b>(Reference to page No. in the technical literature to be mentioned)</b>	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1					
2					
3					

Note : Bidders are required to fill this table as per the specifications given in the Chapter 4 of this Tender Document. The technical specifications needs to be reproduced in the table at Column No 2 and then fill in the relevant details for each specifications.

Signature of the Bidder

Name

Stamp



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**ANNEXURE – C**

## **BID SECURING DECLARATION FORM**

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

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

Name: \_\_\_\_\_ (insert complete name of person signing he Bid Securing Declaration)

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

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

Corporate Seal (where appropriate)

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





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### ANNEXURE – D

#### MANUFACTURER'S AUTHORIZATION FORM

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

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

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

To: [Insert complete name and address of Purchaser]

#### WHEREAS

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

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

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

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

Title: [insert title]

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signin



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### ANNEXURE - E

#### PREVIOUS SUPPLY ORDER LIST FORMAT

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

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:



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**ANNEXURE – F**

## **BIDDER INFORMATION FORM**

Company Name : \_\_\_\_\_

Registration Number : \_\_\_\_\_

Registered Address : \_\_\_\_\_

\_\_\_\_\_

Name of Partners /Director: \_\_\_\_\_

\_\_\_\_\_

City : \_\_\_\_\_

Postal Code : \_\_\_\_\_

Company's Establishment Year : \_\_\_\_\_

Company's Nature of Business : \_\_\_\_\_

Company's Legal Status 1) Limited Company

(tick on appropriate option ) 2) Undertaking

3) Joint Venture

4) Partnership

5) Others ( In case of Others please specify)

Company Category 1) Micro Unit as per MSME

2) Small Unit as per MSME



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- 3) Medium Unit as per MSME
- 4) Ancillary Unit
- 5) SSI
- 6) Others ( In case of Others please specify

### CONTACT DETAILS

Contact Name: \_\_\_\_\_

Email Id : \_\_\_\_\_

Designation : \_\_\_\_\_

Phone No : ( \_\_\_\_\_ ) \_\_\_\_\_

Mobile No : \_\_\_\_\_

### BANK DETAILS

Name of Beneficiary : \_\_\_\_\_

A/c. No. CC/CD/SB/OD: \_\_\_\_\_

Name of Bank : \_\_\_\_\_

IFSC NO. (Bank) : \_\_\_\_\_

Branch Address and Branch Code: \_\_\_\_\_

### Other Details

Vendor's PAN No. \_\_\_\_\_ Vendor's GST \_\_\_\_\_



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## ANNEXURE - G

### (CERTIFICATE ON COMPANY LETTERHEAD)

#### CERTIFICATE BY BIDDER- DPIIT REGISTRATION

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

S. No	Queries	Response
1	Whether the OEM of the model quoted for this tender is an entity incorporated, established or registered in a country sharing land border with India?	
2	Whether the OEM of the model quoted for this tender is a subsidiary of an entity incorporated, established or registered in a country sharing land border with India?	
3	Whether the OEM of the model quoted for this tender is an entity substantially controlled through entities incorporated, established or registered in such a country sharing land border with India?	
4	Whether the OEM of the model quoted for this tender is an entity whose beneficial owner is situated in a country sharing land border with India?	
5	Whether the OEM of the model quoted for this tender is an Indian (or other) agent of such an entity sharing land border with India ?	
6	Whether the owner of the OEM of the model quoted for this tender is a natural person who is a citizen of such a country sharing land border with India ?	
7	Whether the OEM of the model quoted for this tender is a consortium or joint venture where any member of the consortium or joint venture falls under any of the above condition	

Signature with Date and Stamp  
Of the Bidder



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## ANNEXURE - H

### **DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**

(to be provided on letter head of the firm)

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

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:



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**ANNEXURE - I**

## **ANNUAL MAINTENANCE CONTRACT**

We hereby certify that the Annual Maintenance Contract for the equipment, after expiry of warranty period will be charged as follows :

### **For Comprehensive AMC**

- 1) 1<sup>st</sup> year \_\_\_ % of the equipment value
- 2) 2<sup>nd</sup> year \_\_\_% of the equipment value
- 3) 3<sup>rd</sup> year \_\_\_% of the equipment value.

### **For Non - Comprehensive AMC**

- 1) 1<sup>st</sup> year \_\_\_ % of the equipment value
- 2) 2<sup>nd</sup> year \_\_\_% of the equipment value
- 3) 3<sup>rd</sup> year \_\_\_% of the equipment value.

We also certify that the spares for the equipment will be available for the equipment for \_\_\_ years.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:





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**ANNEXURE – J**

### **NO RELATIONSHIP CERTIFICATE**

(On Company Letter head )

1. I/We hereby certify that I/We\* am/are\* related/not related(\*) to any employee of IISER Tirupati. (if related, please provide the details of the employee)
2. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.
3. I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:



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**ANNEXURE – K**

## **UNDERTAKING FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE**

(On company Letter Head)

Date:.....

Tender No.:.....

We undertake to submit Performance Bank Guarantee (PBG) of 3% of the order value in case IISER Tirupati decides to award the contract to us against tender no. .... dated ..... for Supply, Installation, Integration, Testing and commissioning of Fluorimeter. The PBG will be valid for 90 days beyond the expiry of post installation, comprehensive maintenance / warranty period of three years for the proposed installation.

Thanking you,

Sincerely,

For M/s \_\_\_\_\_ (Name of the bidder)

Signature & company

Seal

Name

Designation

Contact.



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**ANNEXURE - L**

## **ACCEPTANCE OF TENDER TERMS**

(To be given on Company Letter Head)

Date: DD/MM/YYYY To,

The Director Indian Institute of Science Education and Research Tirupati

Karakambadi Road, Mangalam,  
Tirupati, Andhra Pradesh – 517507  
India

**Sub: Un-conditional Acceptance of Terms & Conditions of the Tender.**

Tender Reference No: \_\_\_\_\_ Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully, (Signature of the Bidder, with Official Seals)



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**ANNEXURE-'M'**

## **PRE CONTRACT INTEGRITY PACT**

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

### **INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month \_\_\_\_ 2021 between the Indian Institute of Science Education & Research, Tirupati (herein after referred to as 'BUYER'), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (hereinafter called the "BIDDER / Seller" , which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

Whereas the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and

the BUYER is a Department of the Government of India under Ministry of Education performing 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/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:



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

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

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

## **Commitments of the BUYER**

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or Indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidder
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by



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the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDER**

2. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:
  - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, Consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 2.2 The BIDDER not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
  - 2.3 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the BUYER's Organization.
  - 2.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.5 BIDDERS shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.



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- 2.6 The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized Govt. sponsored Export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER not to pass any information provided by the BUYER as part of business relationship to others and not to commit any offence under PC/IPC act;
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.





# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

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(An Autonomous Institute of National Importance under Ministry of Education, Govt. of India)  
C/o. Sree Rama Engineering College, Rami Reddy Nagar, Karakambadi Road,  
Mangalam P.O., Tirupati – 517 507, Andhra Pradesh.

- 2.14 If the BIDDER or any employee of BIDDER on any person acting on behalf of BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

### **3. Previous Transgression**

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

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

### **4. Bid Security Declaration**

4.1. While submitting the technical bid, the BIDDER shall also submit Bid security declaration as per Annexure- XX

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

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

### **5. Sanctions for Violation**



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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money (in pre – contract stage and /or/ Security deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the BUYER to the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest,

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

(vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.



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(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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

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

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

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

## 6. Fall Clause

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

## 7. Independent External Monitor(s)

7.1. The BUYER is in the process of appointing independent Monitors (herein after referred to as Monitors), for this Pact in consultation with Central Vigilance Commission.



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- 7.2. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3. The Monitor shall not be subject to instructions by the representatives of the parties and performs 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 IISER.
- 7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER(s) / Contractor(s) / Subcontractor(s) with confidentiality.
- 7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BUYER and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the Director IISER, Tirupati within 8 to 10 weeks from the date of reference or intimation to him by the BUYER and BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

### **8. Facilitation of Investigation**

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

### **9. Law and Place of Jurisdiction**



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

## **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 till the complete execution of the contract to the satisfaction of both the BIDDER and the BUYER, whichever is later.

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

12 The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

Designation

IISER Tirupati



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Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2 \_\_\_\_\_

2 \_\_\_\_\_



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INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI  
(An Autonomous Institution of Ministry of Human Resource Development Govt. of India)



## DETAILS OF THE ACCOUNT HOLDER

Name of the Account Holder A As per Bank records)	Indian Institute of Science education and Research Tirupati
Account Number of the above account	35029946671
Complete contact address	IISER Tirupati, Karakambadi Road, Mangalam (B.O.), Tirupati – 517507
Telephone No.	0877 - 2500400
Fax No.	0877 - 2500250
E-mail	director@iisertirupati.ac.in

## BANK ACCOUNT DETAILS

Bank name ( Full)	State Bank of India
Branch name	Korlagunta Branch, Tirupati
Complete Contact address	20-3-124, Penumadi towers, Leela mahal circle, Tirupati.
Telephone No.	0877-2251408
E-mail	sbi.01901@sbi.co.in
9-digit code No. of Bank & Branch	517002004
Account Number	35029946671
Account Type (SB/ CURRENT/CASH/CREDIT Etc)	CURRENT
IFSC code No. of the Bank	SBIN0001901

Certified that the Institute's account is on RTGS enabled branch.

I hereby declare that the particulars given above are correct and complete.

Date: 14 Dec 2017

Signature of the Competent Authority  
of the Institute  
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति  
Indian Institute of Science Education and Research Tirupati  
Tirupati - 517507, भारत/India.

Certified that the particulars furnished above are correct and complete.

Date: 14/12/2017

For STATE BANK OF INDIA  
मुख्य प्रबन्धक, कोरलगुन्टा (तिरुपति)  
Chief Manager, Korlagunta, (Tirupati)  
Authorized Official with Bank seal.

Please attach a photocopy of cheque (if possible) along with the verification obtained from the bank.





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## **CHECKLIST FOR BIDDERS**

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

<b>Envelope-1(Technical-Bid)</b>				
(Following documents to be provided as single PDF file)				
<b>Sl. No.</b>	<b>Documents</b>	<b>Content</b>	<b>File Types</b>	<b>Document Attached</b>
1	Technical Bid	Proof of Tender Fee Submitted	.PDF	(Yes /No )
2		Format/Questionnaire for compliance as per Annexure-‘A’	.PDF	(Yes /No )
3		Format of compliance statement of specification as per Annexure-‘B’	.PDF	(Yes /No )
4		Manufacturer’s Authorization Form as per Annexure-‘C’	.PDF	(Yes /No )
5		Bid Securing Declaration Form Annexure-‘D’	.PDF	(Yes /No )
6		Previous supply order format as per Annexure-‘E’	.PDF	(Yes /No )
7		Bidder Information form as per Annexure-‘F’	.PDF	(Yes /No )
8		Certificate For DPIIT Registration as per Annexure – ‘G’	.PDF	(Yes /No )
9		Declaration Regarding Clean Track/No Legal Action as per Annexure-‘H’	.PDF	(Yes /No )
11		AMC as per Annexure-‘J’	.PDF	(Yes /No )
12		No Relation Certificate as per Annexure- ‘K’	.PDF	(Yes /No )
13		UNDERTAKING FOR SUBMISSION OF	.PDF	(Yes /No )



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		PERFORMANCE BANK GUARANTEE Annexure- 'L'		
14		Acceptance of Tender Terms as per Annexure- 'M'	.PDF	(Yes /No )
15		A copy of the Un-priced Commercial bid	.PDF	(Yes /No )
16		List of deliverables as per Chapter- 4, along with the Technical Brochures and Commercial Terms and Conditions	.PDF	(Yes /No )
17		All other documents as per Chapter 1 Point No - 4.1.	.PDF	(Yes /No )
<b>Envelope-2 (Financial-Bid)</b>				
Sl. No.	Documents	Content	File Types	Document Attached
1	Financial Bid	Price bid should be submitted in XLS (Excel) Format as per BoQ in Chapter 5	.XLS	(Yes /No )



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## **IMPORTANT NOTICE**

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. IISER TIRUPATI WILL PROCESS THE TENDER AS PER IISER TIRUPATI STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. IISER TIRUPATI WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHOSE BIDS ARE REJECTED.

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

Signature of the Tenderer