



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

Transit campus: C/o Sree Rama Engineering College Campus, Rami Reddy Nagar,
Karakambadi Road, Mangalam (B.O), Tirupati - 517 507

Website: www.iisertirupati.ac.in

Tender No: IISERT/PUR/0415/20

Date: 23-Dec-2020

Indian Institute of Science Education and Research, Tirupati invites online bid (e-tender) in **Single bid** (Technical + Financial) system for the following.

Item Description	Quantity
Supply, Installation and Commissioning of Real Time PCR Machine	As Per BOQ

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%

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> 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-Dec-2020	17:00 Hrs.
2	Bid Submission Start Date	23-Dec-2020	18:30 Hrs.
3	Bid Submission Close Date	04-Jan-2021	15:00 Hrs.
4	Opening of Bids	05-Jan-2021	15:30 Hrs.

No manual bids will be accepted. All quotation should be submitted in the E-procurement portal only

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 BIDS

1. Indian Institute of Science Education and Research, Tirupati invites online bids (e- tender) in single bids systems for Supply, Installation and Commissioning of Real Time PCR Machine. The Technical specifications are given in Chapter 4: Schedule of Specifications.

Contact for information:

Technical & Commercial contact:

Assistant Registrar (Admin & Purchase)

Indian Institute of Science Education and Research (IISER), Tirupati

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Email: purchase@iisertirupati.ac.in Ph: 0877 2500208 Website:

www.iisertirupati.ac.in

2. Supply means: “Supply, Installation & Commissioning”.

3. **Submission of Bid:**

Bid Submission Start Date: 23-Dec-2020 from 18:30 Hrs.

Bid Submission Close Date: 04-Jan-2021 up to 15:00 Hrs.

Opening of Bids:05-Jan-2021 at 15:30 Hrs.

4. No manual bids will be accepted. All quotation should be submitted in the E- procurement portal only
5. The Offer should comprise of the following:
 - (i) The offer should be complete to indicate that all products and services asked for are quoted.
 - (ii) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IISER, Tirupati. The decision of Purchase Committee shall be the guiding factor for selection of the responsive firms.
 - (iii) Duly filled in Bid with proper seal and signature on each page of the bid should be submitted online and the same should accompany with complete specifications, Manufacturer’s name, address and relevant Technical Literature / Brochures with warranty Terms.
 - (iv) Agreements / Purchase Orders / Completion certificates if any, for similar works in other Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
 - (v) Copy of GST No. and PAN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity registration and a copy of DGS&D registration wherever it is applicable should also be provided in bid.



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- (vi) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (vii) Compliance sheet with any deviation with reference to the terms and specifications.
- (viii) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate without any problem.
- (ix) Duly filled in checklist as per Chapter 6 should be submitted along with tender.
- (x) The Bidders are requested to quote for Educational Institutional Price for Equipment's, since we are eligible for the same

Note: IISER, Tirupati is requesting only Single Bid (Technical Specification and Price together) the Bidders must be extremely careful about the requirement mentioned in the tender and submit their quotes accordingly. Any shortfalls found during the tender evaluation such bids will be rejected without seeking any further clarifications from the bidders. Since it is a single bid any further clarification will cause/draw objections from other bidders.

All the bidders should quote their offer as per "Chapter - 5 Price Schedule" for uniformity.

6. Purchase Committee

The Purchase Committee will evaluate the tenders and may also nominate some external/expert members, in the interest of IISER, Tirupati.

7. Terms of the Purchase Committee

- (i) A committee duly constituted by the Director, IISER, Tirupati will go through the bids and recommend firms that are meeting all the specifications of the Tender. The recommendation/decision of the purchase committee is the final and binding on all the parties.
- (ii) Purchase Committee will proceed through 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 purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Tirupati.



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8. **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 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. After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.
 - c. 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
9. No request for extension of due date will be considered under any circumstances.
10. No sub-contracting is allowed with regard to installation, warranty maintenance and after sales service.
11. The Director, IISER, TIRUPATI reserves the right to accept the offer in full or in parts or reject summarily or partly.
12. 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).
13. **Loading & Unloading:** The loading and Un-loading of material 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.



CHAPTER-2 : INSTRUCTIONS TO BIDDERS

Techno-Commercial Bid:

The techno commercial bid contains following documents.

1. Bid Secure Declaration Form as per Annexure-A
2. Certificate by Bidder- DPIIT Registration as per Annexure-B
3. Manufacturer's Authorization Form as per Annexure-'C'
4. Bidder Information form as per Annexure-'D'
5. Previous Supply Order Format as per Annexure-'E'
6. Blacklist certificate as per Annexure- 'F'
7. Self-certification by the bidder that the items offered meet the local content requirement in pursuance of Public Procurement (Preference to Make in India), Order 2017 As per Annexure-'G'
8. No Relationship Certificate as per Annexure-H
9. Tender Terms & Conditions Acceptance signed with official seal is attached 'Annexure-I'
10. List of deliverables as per Chapter-4
11. Self-Attested copy of GST Number (as applicable)
12. Price bid should be submitted in PDF Format along with bill of material
13. Price bid should be submitted excel as per BOQ

Delivery Period / Timeliness:

The deliveries & installation must be completed **within 30 days**, after placement of purchase order. The time 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's plans of completing the project within the time frame.

Locations for the Supply / Services:

Supply, Installation and Commissioning of Real Time PCR Machine Covered by this document is required to be done at IISER, Tirupati.

1. Eligible Bidders:

- 1.1 IISER, TIRUPATI reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.
- 1.2 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.3 Bidders should QUOTE strictly in accordance with the requirements.
- 1.4 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.5 Based on the list of installations provided by the bidder, IISER, TIRUPATI will have its option to obtain details of the installations, their performance, after sales services etc. for evaluation of the tender, directly from the concerned organizations



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- 1.6 Firms which have already supplied to IISER, TIRUPATI and have not completed required installation/after sales service/warranty replacements etc. such firms offer will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 1.7 Conditional Offers will not be considered.
- 1.8 IISER, TIRUPATI will not provide any accommodation/transportation for the engineers/representatives for attending installation. It is the absolute responsibility of the supplier to make their own arrangements.
- 1.9 The authorized person who signs the tender is required to indicate his e- mail ID, mobile No. and also general e-mail ID for easy and faster communication.

2. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, IISER, TIRUPATI may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document.

3. Period of validity of bids

- 3.1. Bids shall be valid for a period of **180 days** from the date of opening the bid.
- 3.2. IISER, TIRUPATI may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

4. AWARD OF CONTRACT

- 4.1 IISER, TIRUPATI shall award the contract to the technically eligible lowest bidder.
- 4.2 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.

5. Purchaser's Right to vary Quantities at the time of Award

IISER, TIRUPATI reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.

6. Corrupt or Fraudulent Practices

IISER, TIRUPATI requires that the bidders who wish to bid for this project have highest standards of ethics.

- 6.1. IISER, TIRUPATI will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.



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- 6.2. IISER, TIRUPATI may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.
7. **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, **Director, IISER, TIRUPATI's interpretation of the clauses shall be final and binding on all parties.**



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CHAPTER - 3 : CONDITIONS OF CONTRACT

1. Price

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. The price criteria should be on F.O.R., IISER TIRUPATI. Govt. Levies like GST. if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, if any.
- 1.3. The rate of GST applicable to IISER Tirupati is 5% for the items procured for Research purpose as per Notification No. 45/2017-Central Tax (Rate) New Delhi, 14th November, 2017 and Notification No. 47/2017-Integrated Tax (Rate) New Delhi, 14th November, 2017

2. For Goods manufactured in India:

- 2.1. The price of the goods must be as per the BOQ.
- 2.2. In case of BOQ requesting for prices without GST. GST will be paid as per the norms.
- 2.3. 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 IISER Tirupati.
- 2.4. 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.
- 2.5. 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.
- 2.6. **Loading & Unloading: The loading and Un-loading of material 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.**
- 2.7. Any financial implication leading to any change deviation from the bid submitted shall be borne by the bidder, of accepting by the Institute.
- 2.8. UNLOADING OF THE GOODS AT IISER TIRUPATI IS STRICTLY IN THE SCOPE OF THE BIDDER. NO MANPOWER WILL BE PROVIDED BY IISER TIRUPATI

3. **Services:** Details of services rendered as well as after-sales services offered by bidder must be clearly mentioned in the tender.

4. Delivery Schedule

- a) The bidders may please note that the delivery of the system should be strictly **within 30 days from the date of placement of firm order.**
- b) Goods should not be dispatched until the Vendor receives a firm order from any of the below given Institute official i.e. Purchase section /The Registrar/The Director.



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5. PREPARATION AND SUBMISSION OF OFFERS:

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

One Indian Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian 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) In case a distributor/retailer/reseller/any representative of OEM is participating in the bid, the bidder and OEM must furnish a certificate to the effect that the bidder shall 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.

c) 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.

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

e) 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 e-Procurement portal (<https://eprocure.gov.in/eprocure/app>) (or) on IISER TIRUPATI website.

f) Conditional tenders will be summarily rejected

g) Bidder strictly adhering to all terms and conditions including warranty may only participate. Any declaration (or) conditional tender will be rejected.

6. Warranty / Support:

- i. The items covered by the schedule of requirement shall carry minimum three years of comprehensive warranty from the date of acceptance of the equipment by IISER, TIRUPATI. 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.
- ii. The defects, if during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, any other duties, and any other local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.
- iii. The warranty on the associated software should cover providing of upgraded



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version/s, if any, released during the warranty period free of cost. The turnaround time for resolving of any issue in case of indigenous bidders 15 days and in case of import is 30 days from the date of intimation from institute via e-mail any delay in resolving the issue will lead to forfeiture of their PBG. The delay in resolving the issue beyond the stipulated period mentioned above shall lead to extension of warranty period.

- iv. The BIDDER shall assure the supply of spare parts even the completion of after warranty period 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.
- v. The equipment must be supported by a Service Centre in Andhra Pradesh manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's/Head office support Centre on a toll free number/web/mail.
- vi. An undertaking from the manufacturer is required in this regard stating that they would facilitate the BIDDER on regular basis with technology / product updates & extend support for the warranty as well is to be submitted also mentioning the life of the equipment as mentioned in point (iv) alone.
- vii. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- viii. It is desirable that the vendor may have a local logistics support by maintaining a local spares depot in the state. This is to ensure immediate delivery of spares parts in case of any malfunction of the equipment.
- ix. Details of onsite warranty, 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.
- x. 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.

7. 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 supplied by him.

8. Freight & Insurance

The equipment's 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.



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9. Payment:

- a) Payment will be made directly to the suppliers by RTGS/NEFT after receipt of the goods, tested /inspected and found satisfactory with regard to quality, quantity, and specifications ordered for and after satisfying that the terms and conditions of supply have been fulfilled.
- b) No advance payments are allowed under any circumstances

10. Penalty for delayed Services / LD

- 10.1. As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Failing which the Institute will forfeit PBG/SD and also LD clause will be applicable /enforced.
- 10.2. If the supplier fails to Supply, install 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.
- 10.3. IISER, TIRUPATI reserves the right to cancel the order in case the delay is more than 04 weeks. Penalties from the original date of delivery, if any, will be deducted from the Security Deposit.

11. Jurisdiction

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

12. 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.

13. Public Procurement (Preference to Make in India), Order 2017: This Institute is following and abide 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 subsequent amendments to the order. Accordingly, preference will be given to the Make in India products while evaluating the bids, subject to technically qualifying & meeting the Institute's technical requirements. 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 and the quality as mentioned in the tender in the technical bid itself.

- a) IISER Tirupati shall compare all substantially responsive bids to determine the lowest valuated bid. This Institute is following and abide 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



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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%

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 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.

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.

14. 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.

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (IISER, TIRUPATI or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be IISER, TIRUPATI India. The jurisdiction of the courts shall be Tirupati, Andhra Pradesh, India.

15. Requirement of registration:

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 (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,



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including any agency branch or office controlled by such person, participating in a procurement process.

- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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 for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

16. Performance Bank Guarantee:

The successful bidder shall be required to deposit 3% of the total value of the order as performance security, within 14 days of issue of Purchase Order /letter of intent in the form of Bank Guarantee from commercial bank drawn in favour of **"The Director IISER, payable at TIRUPATI"** and the bank guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the equipment/goods

17. Arbitration

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (IISER, TIRUPATI or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be IISER, TIRUPATI India. The jurisdiction of the courts shall be Tirupati, Andhra Pradesh, India.

18. 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



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the Contract.

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

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.

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

Assistant Registrar (Admin & Purchase)



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CHAPTER 4

SPECIFICATIONS FOR REAL TIME PCR –TWO PLEXING (1 NO)

- Real time PCR with block of 96 x 0.2 ml tubes or plate to run typical 0.2ml tubes, strips, and plates.
- The base thermal cycler should be able to be used for standard PCR.
- Gradient capacity in Real-time to support optimization of Protocols.
- Detection of at least two different fluorescent reporters in the same tube should be possible.
- Three excitation and three emission channels with a range of 450nm to 580nm should be there and each filter should correspond to one dye that ensures smooth differentiation of even dyes having high degree of spectral overlap.
- Should be capable of Detecting commercially available universal dyes.
- Maximum Ramping speed not less than 5 °C per sec or better and the system with Dynamic ramping technology.
- Peltier Cooling & Heating for uniform temp control.
- Channel dedicated for FRET experiments should be there.
- LED excitation source with Photodiode detector,
- Optics should have one LED to one dedicated photodiode detector equation to avoid dye cross talk.
- Dynamic range of 9 orders or above.
- System should be capable of running various chemistries, reagents and plastic ware so that different chemistries using TaqMan, SYBR green etc all can be performed.
- Temperature range 0– 100 °C with accuracy of ± 0.2 °C or less and uniformity of ± 0.4 °C or less within 10 sec of arrival at 90 °C
- System must be capable of working with minimum sample volume: 1 μ l to 10 μ l.
- Should have multiple scan modes with a FAST scan option for reading all wells in 3 seconds or less.
- Should include a PCR Plate sealer compatible for 96 well and 384 well plates.
- Automatic allelic discrimination by end point fluorescence or threshold cycle should be possible.
- Gene expression analysis should be by relative quantity (Δ Ct) or normalized expression ($\Delta\Delta$ Ct).
- End point analysis for upto 2 fluorophores should be possible.
- Should have mode for Melt curve analysis
- Software should have express load feature which allows entry of data after experiment.
- And a special software to publish data as per MIQE guidelines should be supplied free of cost.
- Real time PCR should be licensed for both IVD and Research applications and license copy must be provided.
- Email Notification facility with data file after the run is complete is needed.
- Should come with minimum 3 years' warranty.



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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



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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

Name of the Bidder _____

Tender No. _____

Sr. No	Item Description	Place of Manufacture in India	Qty	Unit	Unit Price	GST %	GST Amount	Total Amount Without taxes	Total Amount With taxes
1.	Real Time PCR Machine		01	No					
2	Any Other Charges If Any		01	No					

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. (a)Cost of spares _____ (b)Warranty if being charged include in BoQ



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ANNEXURE – A

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-B

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 county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed) .

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered for this tender no. _____ dated _____ listed by IISER Tirupati.

Signature with Date and Stamp

Of the Bidder



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ANNEXURE-C

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 re 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 completer 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 complete comprehensive warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm for the complete warranty period.

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 sign in]



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ANNEXURE – D

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 (tick on appropriate option)

- 1) Limited Company
- 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
- 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 – E

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by {Full address of Purchaser}	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? (Attach a certificate from the Purchaser/ Consigner]	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

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:

Place:

Authorized Signatory

Name:

Designation:

Contact No.:



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ANNEXURE – G

DECLARATION
(for Local/ Non-Local content)
(On company letter head)

To,
The Director
Indian Institute of Science Education and Research, Tirupati
Tirupati – 517507, Andhra Pradesh, India

Subject: Self-declaration by the bidder that the items offered meet the local/Non-local content requirement in pursuance of Public Procurement Preference to Make in India, Order 2017 Order no P.-45021/2/2017 PP(BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt of India.

(Please specify)

- 1) Class-I Supplier
- 2) Class-II Supplier

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has ____% local content.

“*Local Content*” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“**False declaration will be in breach of 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.*”

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



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ANNEXURE – H

NO RELATIONSHIP CERTIFICATE

(On Company Letterhead)

1. I/We hereby certify that I/We* am/are* related/not related (*) to any officer of IISER Tirupati. (If Related 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 security deposit and I/We* shall be liable to make goods 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:

Place:

Authorized Signatory

Name:

Designation:

Contact No.:



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ANNEXURE – I

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
Tirupati – 517507. Andhra Pradesh, India

Sub: Acceptance of Terms & Conditions of 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/ Organisation 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/ Organisation 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 Seal)



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CHAPTER – 6 : Checklist: Eligibility Criteria for Bidders

Bidders to indicate whether the following are enclosed by striking out the non-relevant option.

Envelope-1			
Packet-1: Technical-Bid			
(Following documents to be provided as single PDF file)			
Sr. No	Content	Document Attached	Please mention Page no in accordance with attached documents
1.	BID SECURE DECLARATION 'ANNEXURE-A'	(Yes / No)	
2.	Certificate By Bidder DPIIT Registration as per Annexure-B	(Yes / No)	
3.	Manufacturer's Authorization Form as per Annexure-'C'	(Yes / No)	
4.	Bidder Information form as per Annexure-'D'	(Yes / No)	
5.	Previous Supply Order Format as per Annexure- 'E'	(Yes / No)	
6.	Blacklist certificate as per Annexure- 'F'	(Yes / No)	
7.	Self-Declaration by the bidder As per Annexure – 'G' that the items offered meet the local/Non local content requirement in pursuance of Public Procurement Preference to Make in India, Order 2017 (Please specify) ANNEXURE-'G'	(Yes / No)	
8.	NO RELATIONSHIP CERTIFICATE as per Annexure-H	(Yes / No)	
9.	ACCEPTANCE OF TENDER TERMS ANNEXURE- 'I'	(Yes / No)	
10.	List of deliverables as per Chapter-4	(Yes / No)	
11.	Self-Attested copy of GST Number (as applicable)	Yes / No)	
12.	Tender Terms & Conditions Acceptance signed with official seal is attached	Yes / No)	



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Envelope-1			
Packet-2 : Detailed Breakup of price bid with bill of material (File Type PDF)			
1	Price bid should be submitted in PDF Format along with bill of material submitted in PDF Format along with bill of material	Yes / No)	
Envelope-1			
Packet-3 : BOQ (file Type: Excel)			
1	Price bid should be submitted in excel format as per BOQ	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