



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

Transit campus: Sree Rama Engineering College Campus, Rami Reddy Nagar, Karakambadi Road, Mangalam (B.O), Tirupati - 517 507
Website: <http://www.iisertirupati.ac.in/>

Tender No: IISERT/PUR/0992/20

Date: 05/04/2021

Indian Institute of Science Education and Research, Tirupati invites online bids (e-tender) in two bids systems, from OEM/ Authorized System Integrator Partner having Direct Purchase and Support Agreement with the OEM(s).

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%

Brief Details of Tender:

Item Description	Qty
Supply, Installation and Commissioning of FE-SEM Field Emission Scanning Electron Microscopes	01 No

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iisertirupati.ac.in 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	05/04/2021	17:00 Hrs.
2	Pre-Bid Meeting via Google Meet	12/04/2021	15:30 Hrs.
3	Bid Submission Start Date	15/04/2021	15:00 Hrs.
4	Bid Submission Close Date	03/05/2021	15:30 Hrs.
5	Opening of Technical Bids	04/05/2021	15:30 Hrs.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

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:

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iisertirupati.ac.in. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

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](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.
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. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.



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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.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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 formats. Bid documents may be scanned with 100 dpi with black and 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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. 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 site well in advance for bid submission so that he/she upload the bid 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.
3. Financial Bids can be submitted in PDF format (As per Chapter 5).

Any additional components, which the bidder wants to quote and if it's not available in BoQ, can be quoted in the PDF format.

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

4. Bidders are requested to note that they should necessarily submit their financial bids in



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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.

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

1. Indian Institute of Science Education and Research (IISER), Tirupati invites e-Tender for Supply, Installation and Commissioning of FE-SEM Field Emission Scanning Electron Microscopes. The Bidders are requested to give detailed tender in two Bids i.e.
 - a. **Part - I: Technical Bid.**
 - b. **Part - II: Commercial Bid.**
2. In view of Covid-19, IISER Tirupati will be conducting a Pre-bid conference through Google Meet on. 12/04/2021 from 03:30 PM to 04:30 PM (IST). All prospective bidders are requested to kindly send their queries through email at purchase@iisertirupati.ac.in so as to reach latest by 11/04/2021. 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. No queries will be entertained after the Pre-bid meeting. 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.

The Google Meet id will be personally sent via email to the vendors interested in attending the Pre-Bid conference upon their request. Vendors interested must send a request for access to Pre-Bid conference at purchase@iisertirupati.ac.in. Bidder attending Pre-Bid conference via Google Meet must ensure of active and uninterrupted high speed internet connection with a working microphone and camera from their end. In 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.

TIME SCHEDULE

Sr. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	05/04/2021	17:00 Hrs.
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3	Bid Submission Start Date	15/04/2021	15:00 Hrs.
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5	Opening of Technical Bids	04/05/2021	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 offer

3. AVAILABILITY OF TENDER:

The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and be submitted only through the same website.



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Technical Bid:

1. The online envelope clearly marked as "Technical Bid - Envelope No. 1" shall contain the all scanned copies of originals documents in PDF Format.
 - a) Compliance statement/questionnaire of tender terms and conditions as per Annexure- 'A'.
 - b) Compliance statement of specifications as per Annexure- 'B'.
 - c) Manufacturer authorization as per Annexure - 'C'.
 - d) Bid Security Declaration as per Annexure- 'D'.
 - e) Previous Supply Order List Format as per Annexure - 'E'.
 - f) Bidder Information Form as per Annexure - 'F'.
 - g) Blacklist Certificate as per Annexure - 'G'.
 - h) Certificate By Bidder- DPIIT Registration Annexure - 'H'.
 - i) Self-declaration by the bidder as per that the items offered meet the local/non local content requirement in pursuance of public procurement preference to make in India, order 2017 (please tick appropriate option Annexure - 'I'.
 - j) No Relationship Certificate Annexure - 'J'.
 - k) Annual Maintenance Contract - ANNEXURE-K
 - l) UNDERTAKING FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE ANNEXURE-L
 - m) PRE-CONTRACT INTEGRITY PACT - 'M'
 - n) ACCEPTANCE OF TENDER TERMS ANNEXURE- 'N'
 - o) Solvency certificates for Rs. 1, 60, 00,000.00 - (One crore Sixty Lakh) not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
 - p) 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 period of registration and a copy of DGS&D registration wherever it is applicable should also be provided in Technical Bid.
 - q) A Well-defined and described solution document in adherence to the technical specifications documented in this tender along with technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions
 - r) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME.
 - s) Details of supplies of similar Works, along with photocopies of previous Purchase orders and details of place of supply along with contact details.
 - t) Please quote the specific model number catalogue number with detailed description of the item quoted.
 - u) Also Attached the technical literature brochure of the quoted items.
 - v) Scanned copy of Tender Fee and it is required to submit the same in original in a sealed envelope at the following address (in case of vendor opts for manual tender fee



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Assistant Registrar (stores & Purchase)

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

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TENDER FEE :

- a) **Tender Fee of Rs. 1,000/- (One Thousand only)** in the form of Demand Draft from Nationalized/scheduled bank in favor of The Director, IISER 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.

4. The technical offer **should not contain any price information.**

5. Technical Specifications:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

6. 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 may also 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).



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

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 we are eligible for the same.
- 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. 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
7. 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. The bidder is not supposed to incorporate the amendment in the body of the tender document

8. BID OPENING AND EVALUATION PROCESS

- a. Technical Bids will be opened on 04-05- 2021 at 03:30 PM.
- b. Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced later.
- c. Bids would be summarily rejected, if tender is submitted other than through online or **original tender fee is not submitted within stipulated date / time**. IISER Tirupati shall not be responsible for any postal delay, Tender Fee before Tender closing date.

9. Terms of the Technical Committee

- i. On the due date the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Director, IISER Tirupati. 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.



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- 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 from the BIDDERS if it is required so.
- v. The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.
- vi. After the technical evaluation is completed and approved, IISER, Tirupati shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection on e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
- vii. The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.
- viii. 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 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.
- ix. The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users views with reference to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
- x. 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.



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10. **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

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. Unloading: In Case of Equipment unloading at IISER Tirupati will be under supplier scope

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/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 bidder is not doing business within India, it 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.
- 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. 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.
- e. Conditional tenders will be summarily rejected.
- f. 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

2. Delivery Period / Timeliness:

The deliveries & installation must be completed **within 90 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.



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3. **Security Deposit:**

- a. Within ten (10) 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**) favoring the Director, Indian Institute of Science Education and Research, Tirupati.
- b. The IISER will forfeit the 3% security deposit if vendor fails to execute the order as per the Purchase Order. This Security Deposit will be refunded to the vendor only on successful installation of the EQUIPMENT / SYSTEM.
- c. The Security Deposit should be valid for a period of warranty period as we plan to extend the same as Performance Bank Guarantee.
- d. **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 fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

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.

7. **IISER Tirupati Right to vary Quantities at the time of Award:**

- a. The 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 the IISER Tirupati, the quantities in the contract may be enhanced by 25% within the delivery period.



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- 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 IISER, 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. While submitting your bid, you may confirm this condition.

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 in directly, 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, noncompetitive 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, **Director, IISER, TIRUPATI’s interpretation of the clauses shall be final and binding on all parties.**

CHAPTER - 3 : CONDITIONS OF CONTRAC

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 SEPERATELY ALONG WITH THE CONSOLIDATED PRICES APPLICABLE FOR BOTH INDIGENOUS AND IMPORTED ITEMS (if any).

2. For Goods manufactured in India:

- (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 equipment's 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 WILL BE PROVIDED BY IISER TIRUPATI.**
- (vii) The goods must be disinfected properly before dispatching.
- (viii) A representative of the successful bidder must be available during the delivery at the Institute & must disinfectant the boxes before delivering again. In case the travel time from dispatch to reach IISER more than 48 hours.
- (ix) Any financial implication leading to any change deviation from the bid submitted shall be borne by the bidder, of accepting by the Institute.

3. Agency Commission & Services:

- 3.1. The Indian Agency commission payable in Indian currency only after the receipt of consignment in good condition at our Stores and satisfactory installation and commissioning of the ordered equipment.
- 3.2. Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.

4. **Performance Bank Guarantee:**

The 3% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of warranty period.

5. **Performance Benchmarks:**

The technical evaluation committee needs to be provided with an evaluation system to carry out performance benchmarks.

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. In other words, the BIDDER should continuously 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:**

- i. BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- ii. 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.
- iii. 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 by you to adhere to minimum down time.
- iv. Sufficient technical manpower and housekeeping manpower must be arranged by the bidder at the time of installation and unloading of the equipment/goods.

8. **INSPECTION:**

- i. The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- ii. 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, 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, our Scientist/Technical persons 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 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. 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. 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.
- e) 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.
- f) 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.

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

11. **Reasonability of Prices:**

- i) The prices quoted must be the prices applicable for a premiere Educational and Research Institute in national importance, as applicable to educational research institutes must be given.
- ii) The bidder must give details of identical or similar equipment, if any, supplied to any Centrally Funded Technical Institutes CFTI's/IISERS/ CSIR lab/Education Research Institute during last three years along with the final price paid and Performance certificate from them.

12. **Annual Maintenance Contract:**

12.1. The party 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.

- a. No sub-contracting will be allowed for installation or maintaining system/equipment / instrument during or after warranty period.



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13. **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 him.

14. **Freight & Insurance:**

14.1. Indigenous : 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 in case of Rupee transaction.

15. **Payment:**

- a. 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.
- b. 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.
- c. No advance payments are allowed under any circumstances

16. **Penalty for delayed Services / LD:**

- 16.1. 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.
- 16.2. 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.
- 16.3. IISER, TIRUPATI reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

17. **Jurisdiction:**

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

18. **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



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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.

19. 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.

20. 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 valued 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 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.



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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.

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



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

23. 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.

24. 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:

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



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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 (A&P)

CHAPTER 4 TECHNICAL SPECIFICATIONS

The offered **FE-SEM** should be computer-controlled with all the required hardware, software, accessories, standards, and other consumables required for installation and commissioning.

Technical Specification & Terms and conditions:

The system should be able to record the image with high-resolution (at nanometer scale level) all kinds of materials (inorganic oxides/sulfides/halides, polymer, ceramics, semiconductors, insulating, magnetic or magnetizable materials)

Manufacturers must give a certificate on the **Model** and the **Year** of the manufacturing. Compatible spares must be available for another **10 years**. A minimum of **10 FE-SEM** installations should be available in India. The system should be of the latest technology and globally listed product.

1	Electron Gun	High brightness field emission electron source Schottky (FEG) should be offered. Automatic Emitter for the safety-controlled run-up to the target emitter conditions.
2	Resolution	0.5 nm or lower at 15 kV 0.8 nm or lower at 1 kV 0.4 nm or lower at 30kV STEM 1.0 nm or lower at 1kV In-lens BSE (All resolution values to be achieved without any sample or stage biasing)
3	Magnification	x10 to x20,00,000 or Higher magnification will be preferable.
4	Voltage Range	20 V (or lower) to 30 kV, variable in 10 Volts steps
5	Lens	A combination of both magnetic and electrostatic lenses or equivalent super hybrid lens technology should be provided. Sub 4 nm resolution imaging of dia-, para-, or ferromagnetic samples is possible even at working distances below 2 mm
6	Chamber	Chamber with at-least 12 additional ports needs to be provided to support the additional detectors purchase in the future (EBSD & STEM). Chamber dimensions of 360 mm or better inner diameter and 270 mm or better height.
7	Sample Stage	The sample stage must be 5-axis motorized, and Eucentric stage can be controlled by both computer and manually by joystick. <u>Stage movements</u> : X = 100 mm or more; Y = 100 mm or more; Z = 50 mm or more; Tilt = - 5 to 70° or better; R = 360° Multi Specimen Sample Holder (Min 9) should be supplied SEM will be able to load specimen up to 175 mm or better in diameter

8	Probe Current	10 pA (or lower) to 100 nA (or Higher). Current stability to be better than 0.2% per hour
9	Detectors	<ol style="list-style-type: none"> 1. In lens SE and in-lens BSE detector for High vacuum and parallel signal detection. Energy filter grid for energy selective signal detection. 2. Chamber mounted Backscattered electron detector 3. Everhart –Thornley SE detector 4. Color CCD Camera 5. CL detector for luminescence materials
10	Electron Column	<ol style="list-style-type: none"> 1. Overview mode for easy sample navigation available at voltage range from 100 V to 30 kV. 2. Autofocus – automatic fine focus control 3. Auto-wobble – automatic assistance in aperture alignment, with adjustable amplitude and speed 4. Optimized beam convergence angle per aperture
11	Electron Optics	Beam deceleration/beam booster technology or equivalent for high-resolution imaging at low kV. Ease of operation is desired.
12	Vacuum System	Fully automated microprocessor-controlled vacuum system comprising of Ion-Pump (for Field-emission SEM), Turbo-Molecular Pump (TMP), pneumatic valves (clarify if any in-built proper safety measures against the failure of power supply, vacuum, water-flow, etc. are provided) High vacuum in the chamber to be 10 ⁻⁶ mbar or better.
13	Accessories	<ol style="list-style-type: none"> 1. A chiller, and compressor is required for operation, a vibration and noise free chiller and compressor must be included. Specify water requirements. 2. Spare Filaments (These filaments should be supplied Without any additional cost as and when they are required. It is the responsibility of the supplier to store the filaments and provide it with in a short period time.) 3. Joystick/Track ball or equivalent device for stage motor control. 4. 100 numbers of single stubs and 2 number of multiple sample holders
14	Warranty	Three-year standard warranty for the entire equipment should be provided (excluding breakdown periods), including all third-party items supplied by the company (Main equipment supplier). The AMC to be offered additionally.

15	Sputter Coater	<p>The coater should have the provision of a gold and carbon coating facility. The bidder should quote a suitable pump.</p> <ul style="list-style-type: none"> • Evaporation source: Gold target (0.1mm thick or more) with carbon evaporation. • It should be automatic with stable ion current and should produce uniform particle & coating thickness. • Chamber Size: 100 mm (dia) or higher.
16	Scanning and Display	<p>High definition display system (with 24 inch or more) with 20 Megapixel or better with a LED Screen for high quality image in real time under graphical user interface.</p> <ol style="list-style-type: none"> 1. Imaging and processing should be optimized for the Field emission scanning electron microscopy. 2. Image frame size: Selectable up to pixel density of 32K x 24K or better. 3. It should have auto-brightness, auto contrast, autofocus and auto stigmator. 4. Frame averaging up to at least 250 frames. 5. Line averaging up to at least 250 lines. 6. Combination of pixel and frame averaging. 7. Combination of pixel and line averaging. 8. Image: post-processing options. 9. Macro-Editor with access of 250 or more instrument control functions. 10. An interface for Python scripting to be provided in order to allow setting up of customized workflows. <p>Image storage</p> <ol style="list-style-type: none"> 1. Front-panel USB ports, CD/DVD recorder. 2. Storage of SEM images on hard disk in standard TIFF, BMP, JPEG formats in 8 bit or 16-bit depth. 3. Operating conditions need to be stored (and retrieved whenever in need) File management is through the standard Microsoft Windows operating system.
17	Power Backup	<p>10 kVA online UPS for operating the FE-SEM. The battery should be sealed and maintenance-free. The battery shall be properly wired and contained in a battery cabinet.</p>
18	Pre-Installation requirements	<p>Pre-installation requirements such as room size, tolerable limits of EM field and vibration, required power rating; utility requirements are to be stated clearly and to be verified/surveyed before the time of installation site by the supplier.</p>

19	Environmental requirements	The supplier should provide the necessary anti-vibration table/Vibration isolation system/set-up for the installation of the main equipment.
20	Training and support	On-site training must be provided for free of cost. Commitment regarding service response time less than 48 hours should be given in writing.
21	Display computer and software	A suitable computer workstation with display (one for controlling another for imaging) with the latest Windows OS and all the necessary supporting software to run the FE-SEM and all the other accessories. The latest version of the software for the quoted model should be included. All licenses should be perpetual.
22	Operation & maintenance manuals	Soft copy or hard copy of the operation & maintenance, service manuals including detailed drawings and circuit diagrams should be provided in English for the main instrument, EDS, and all other accessories.
23	EDS system	LN ₂ Free, Peltier cooled SDD detector capable of detecting and Quantification from Be to U. Detector area: 30 mm ² (or more) Resolution: 129 eV or better resolution Mn - K _α at 100,000 cps. Supplied EDS server & analysis software should be capable of performing data acquisition, storing, and transfer in common Windows-based application format, qualitative & quantitative analysis, line scanning, elemental or dot-mapping (area), including spectrum imaging and phase mapping with specimen drift correction.
24	Future up-gradation	Provision/facility should be available for the future up-gradation of Raman imaging capability
25	Re-installation	The system will be installed at the transit campus; upon moving to the permanent campus, the FE-SEM must be re-installed at free of cost



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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

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
01	FE-SEM		01	No					
02	Any Other Charges/Any taxes, 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'

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: _____

Due Date _____

NOTE:

- 1. Quotation will not be considered without submission of this format.**
- 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).**

SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4
1	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify)		



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SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer		
	c) Whether the agent is registered with NSIC/MSME		
2	Whether techno-commercial Bid contains, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.		
3	a) Whether the required Scanned copy of Tender Fee is being submitted with the quotation		
	b) Please specify the form of whether in the form of DD/NEFT		



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SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
	C)Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms.		
5	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation		
6	Have you mentioned the validity period of the quotation as per our requirements		
7	a) Whether the Price reasonability Certificate is submitted with quotation		
	b) Whether copies of last three supply orders of the same item from other customers have been attached with the quotation		
8	Whether rates/amount of AMC after the warranty period is over has been mentioned		



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SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
9	Have you gone through the specification Clause & complied with the same		
10	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		
11	Whether compliance statement of specifications has been attached with the quotation.		
12	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		



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SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
13	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this.		
14	Do you agree with the payment terms for indigenous supplies?		No deviation permitted
15	Do you agree about the date of commencement of warranty period & its extension is necessary.		
16	a) Who will install/commission and demonstrate the equipment at IISER Tirupati, permanent campus FREE OF COST.		
	b) Will you be able to do it within a month		
17	Have you mentioned the guarantee/warranty period in your quotation and do you agree with guarantee clause?		
18	Spare parts		



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SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
19	After Sales service		
20	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?		
21	Whether list of specific user's for the same item & model as quoted along-with performance certificates from the users is submitted with offer		
22	Whether you agree to the penalty clause for late delivery & installation?		



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SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No'))	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
23	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 site in India or abroad.		
24	a) Whether all the pages have been page numbered?		
	b) Whether quotation has been signed and designation & name of signatory mentioned.		
25	Whether documentary evidence of bidders as given in Eligibility Criteria submitted		



ANNEXURE - B

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

1	2	3	4	5	6
S. N.	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"	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 points 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



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

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-'E'

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

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?	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 (tick on appropriate option)
1) Limited Company
2) Undertaking
3) Joint Venture
4) Partnership
5) Others
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

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) : _____



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Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's CST No/LST No/WCT No/TIN No: _____



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Annexure-'G'

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

Place:

Name:

Designation:

Contact No.:



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Annexure-'H'

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-'I'

Self-Certification regarding Local Content (LC) for Goods, Services or Works **(to be provided on Rs. 100/- Stamp Paper)**

Date:

I _____ S/o, D/o, W/o _____, Resident of _____

do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of Indian Institute of Science Education and Research, Tirupati, Ministry of Education, Government of India issued vide Tender Enquiry No. dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority nominated by IISER Tirupati for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Goods /Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Goods/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority nominated by IISERT Tirupati and I will be liable as under clause 9(f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities:

i. Name and details of the Local Supplier:

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued:

iii. Product for which the certificate is produced:

iv. Procuring agency to whom the certificate is furnished:

v. Percentage of LC claimed:

vi. Name and contact details of the unit of the manufacturer:

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>



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Annexure-'J'

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-'K'

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) 1st year ___ % of the equipment value
- 2) 2nd year ___% of the equipment value
- 3) 3rd year ___% of the equipment value.

For Non - Comprehensive AMC

- 1) 1st year ___ % of the equipment value
- 2) 2nd year ___% of the equipment value
- 3) 3rd year ___% of the equipment value.

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

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No.:



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Transit campus: Sree Rama Engineering College Campus, Rami Reddy Nagar,
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Website: <http://www.iisertirupati.ac.in/>

ANNEXURE-'L'

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 Design, supply, installation, Integration, Testing and commissioning of **FE-SEM**. The PBG will be valid for 60 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-'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 ____ 2020 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 " BIDDERS / 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 BIDDERS / Seller is willing to offer / has offered the stores and

Whereas the BIDDERS 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 Human Resources 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:

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



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

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

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,



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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 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.
- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.
- 2.5 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.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.



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- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 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. Earnest Money/Security Deposit

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount * _____ (to be specified in RFP) as Earnest Money/ Security Deposit with the BUYER through any of the following instruments:



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- i. Bank Draft or a Pay Order in favour of the BUYER payable at location of/specified by the BUYER.
- ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without

seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

- 4.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3. 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.
- 4.4. No interest shall be payable by the BUYER to the BIDDER(s) on Earnest Money/ Security Deposit for the period of its currency.

5. **Sanctions for Violation**

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



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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.

(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



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respect of any other Defence/ Public Sector Undertakings/Public sector undertakings/Ministry of Defence and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Defence Public Sector Undertakings/Public Sector Undertaking/Ministry of Defence 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.
- 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.



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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

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
Name of the Officer
Designation
IISER Tirupati

BIDDER

Witness

Witness

1. _____

1. _____

2 _____

2 _____



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Annexure-'N'

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



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CHECKLIST FOR BIDDER

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

Envelope-1(Technical-Bid) (Following documents to be provided as single PDF file)				
Sl. No.	Documents	Content	File Types	Document Attached
1	Technical Bid	Scan copies of both Tender Fee of Rs.1,000/-	.PDF	(Yes /No)
2		ANNEXURE – A - FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS	.PDF	(Yes /No)
3		ANNEXURE – A - FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS	.PDF	(Yes /No)
4		ANNEXURE – B - FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS	.PDF	(Yes /No)
5		ANNEXURE – C- MANUFACTURER'S AUTHORIZATION FORM	.PDF	(Yes /No)
6		ANNEXURE – D- BID SECURING DECLARATION FORM	.PDF	(Yes /No)
7		ANNEXURE – E – PREVIOUS SUPPLY ORDER LIST FORMAT	.PDF	(Yes /No)
8		ANNEXURE – F - BIDDER INFORMATION FORM	.PDF	(Yes /No)
9		ANNEXURE – G - BLACKLIST CERTIFICATE	.PDF	(Yes /No)
10		ANNEXURE – H - CERTIFICATE BY BIDDER- DPIIT REGISTRATION	.PDF	(Yes /No)
11		ANNEXURE – I - SELF-CERTIFICATION REGARDING LOCAL CONTENT (LC) FOR GOODS, SERVICES OR WORKS	.PDF	(Yes /No)
12		ANNEXURE – J - NO RELATIONSHIP CERTIFICATE	.PDF	(Yes /No)
13		ANNEXURE – K – ANNUAL MAINTENANCE CONTRACT	.PDF	(Yes /No)
14		ANNEXURE – L- UNDERTAKING FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE	.PDF	(Yes /No)
15		ANNEXURE – M PRE-CONTRACT INTEGRITY PAC=	.PDF	(Yes /No)
16		SELF-ATTESTED COPY OF GST NUMBER (AS APPLICABLE)	.PDF	(Yes /No)



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17		TENDER TERMS & CONDITIONS ACCEPTANCE SIGNED WITH OFFICIAL SEAL IS ATTACHED	.PDF	(Yes /No)
18		SOLVENCY CERTIFICATE FOR RS -----) (NOT OLDER THAN TWELVE MONTHS) ISSUED BY SCHEDULED/NATIONALIZED BANK WITH WHICH BIDDER HOLDS THE CURRENT ACCOUNT	.PDF	(Yes /No)
Envelope-2(Financial-Bid)				
Sl. No.	Documents	Content	File Types	Document Attached
1	Financial Bid	Price bid should be submitted in PDF Format along with bill of material	.pdf	(Yes /No)
2	Financial Bid	Price bid should be submitted in Excel (BOQ) Format	.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