



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

Tender No: IISERT/PUR/0091/20

Date: 21-May-2020

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

Brief Details of Tender:

Item Description	Qty	Estimate Cost of Tender (Rs).	EMD (Rs).	Tender Fee (inclusive of all taxes) (Rs.)
Supply, Installation and Commissioning of • Steady State Fluorimeter with Integrating Sphere and Cryostat Assembly • Time Resolved Fluorescence System with Fluorescence Anisotropy	01 No. 01 No.	Rs. 145 Lakh	Rs. 3,00,000.00	Rs.1,000.00

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	21-05-2020	14:00 Hrs.
2	Pre-Bid Meeting via Google Meet	27-05-2020	15:30 Hrs.
3	Bid Submission Start Date	02-06-2020	15:00Hrs.
4	Bid Submission Close Date	22-06-2020	15:00Hrs
5	Opening of Technical Bids	23-06-2020	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.
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).
The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
4. 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.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. 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.

7. 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**.

Chapter 1
INVITATION FOR Tender Offers

Indian Institute of Science Education and Research (IISER), Tirupati invites e-Tender for Supply, Installation and Commissioning of

- Steady State Fluorimeter with Integrating Sphere and Cryostat Assembly
- Time Resolved Fluorescence System with Fluorescence Anisotropy at IISER Tirupati

1. 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. 27/05/2020 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 26/05/2020. 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.

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 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	21-05-2020	17:00 Hrs.
2	Pre-Bid Meeting via Google Meet	27-05-2020	15:30 Hrs.
3	Bid Submission Start Date	02-06-2020	15:00Hrs.
4	Bid Submission Close Date	22-06-2020	15:00Hrs
5	Opening of Technical Bids	23-06-2020	15:30 Hrs.

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.

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) Bid Security/EMD as per **Annexure- ‘C’**.
 - d) Manufacturer authorization 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) Annual Maintenance Certificate as per **Annexure –‘H’**.
- i) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
- j) Copy of LST/CST/WCT No. PAN No. and TIN 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.
- k) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- l) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 10% of the purchase order value by way of Demand Draft in favor of The Director, IISER Tirupati.
- m) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME.
- n) Details of supplies of similar Works
- o) Scanned copy of Tender Fee & EMD and it is required to submit the same in original in a sealed envelope at the following address
Assistant Registrar (stores & Purchase)
Indian Institute of Science Education and Research (IISER), Tirupati
Transit campus: C/o Sree Rama Engineering College Campus, Rami Reddy Nagar
Karakambadi Road, Mangalam (B.O), Tirupati - 517 507
Website: <http://www.iisertirupati.ac.in/>

TENDER FEE & EARNEST MONEY DEPOSIT DETAILS

- 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.
- b) **EMD of Rs. 3,00,000.00/-(Three Lakh only)** in the form of Bank guarantee (As per format enclosed as ANNEXURE- ‘C’) or Demand Draft of a scheduled bank in the name of Director, IISER, Tirupati valid for 180 days from the date of opening of the tender or NEFT (The IISER Tirupati Bank Details are enclosed in Annexure-H). 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 EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item. The party must therefore, submit a pre-receipted Bill in triplicate along with the quotation (in case of EMD sent in form of Bank Draft) to enable us to refund their EMD.

- i. The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Performa invoice of their principals.
- ii. In case of bids in Foreign Currency, the Indian Representative / dealers can submit the EMD in INR to IISER, Tirupati without any relaxation.
- iii. The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DD's are not accepted towards EMD. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash /cheque. No interest is payable on EMD.
- iv. The EMD will be returned to the BIDDERS(s) whose offer is not accepted by IISER, TIRUPATI within one month from the date of the placing of the final order(s) on the selected BIDDER(s). In case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the BIDDERS.
- v. The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract / order failing which the EMD will be forfeited.
- vi. The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit.

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

5. Specifications:

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

6. Compliance Statements:

- a) 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.
- b) 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).

- c) 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 23rd June 2020 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 EMD & tender fee are not submitted within stipulated date / time**. IISER Tirupati shall not be responsible for any postal delay, EMD & 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.

- (iii) 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 this 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>).
The commercial offers of the vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them without opening along with their EMD.
- (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.

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) Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.
- c) **The bids shall be evaluated on the basis of final landing cost as per format given in Price Schedule in case of import / indigenous items.**
- d) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under :
- Towards customs duty and other statutory levies-as per applicable rates.
 - Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.
- e) Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.
- f) The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**
- g) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.
- h) If there are any discrepancies in price schedule and tender document please refer to the BOQ in the Central Public Procurement Portal, the BOQ item/words/conditions mentioned in BOQ prevails
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-'D'**.

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.

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.

e) Before the deadline for submission of the bid, IISER TIRUPATI reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on e-Procurement portal (<https://eprocure.gov.in/eprocure/app>) or on IISER TIRUPATI website.

f) Conditional tenders will be summarily rejected.

2. Delivery Period / Timeliness:

The deliveries & installation must be completed within 60 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.

3. Security Deposit:

3.1 Within ten (10) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% 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.

3.2 The IISER will forfeit the 10% 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.

3.3 The Security Deposit should be valid for a period of warranty period as we plan to extend the same as Performance Bank Guarantee.

3.4 **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:**

4.1. 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

4.2. IISER, TIRUPATI may ask for the BIDDER's consent to extend the period of validity. Such request and the response shall be made in writing only. The BIDDER is free not to accept such request without forfeiting the EMD. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.

4.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

6. **AWARD OF CONTRACT:**

5.1 IISER, TIRUPATI shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.

5.2 If more than one BIDDER happens to quote the same lowest price, IISER, TIRUPATI reserves the right to award the contract to more than one BIDDER or any BIDDER.

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

6.1. 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.

6.2 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 indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, 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 CONTRACT

1. Prices:

Bid prices should be filled in the appropriate format as mentioned in Price Schedule.
ALL THE BIDDERS SHOULD QUOTE PRICES FOR EACH AND EVERY ITEM SEPERATELY ALONG WITH THE CONSOLIDATED PRICES APPLICABLE FOR BOTH INDIGENOUS AND IMPORTED ITEMS (if any).

A. 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.
- (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 IISER Tirupati.
- (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.**

B. For Goods manufactured abroad:

- (i) The mode of shipment must be clearly mention in the BoQ viz Ex-works, FCA, FOB, CIP, DDP etc.
- (ii) Courier mode of shipments will not be acceptable. IISER Tirupati will not pay the charges towards clearance goods arriving on courier mode.
- (iii) The mode of shipment once mentioned cannot be changes without the consent of IISER Tirupati.
- (iv) Any financial implication leading to change of mode of shipment or any deviation from the bid submitted shall be borne by the bidder.
- (v) The charges towards insurance and transportation of the goods and agency commission must be clearly mentioned.
- (vi) The installation, commissioning and training charges including any incidental services, if any.
- (vii) 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.
- (viii) 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.
- (ix) **UNLOADING OF THE GOODS AT IISER TIRUPATI IS STRICTLY IN THE SCOPE OF THE BIDDER. NO MANPOWER WILL BE PROVIDED BY IISER TIRUPATI.**

C. We are exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. **Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**

D. BIDDERS may also bid for High Sea sales.

2. **Bank Charges:**

All Bank charges inside India, including opening of LC, to IISER, TIRUPATI Account and outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account. This may please be noted and confirmed.

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

3.3. 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 10% 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:**

- 7.1 BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 7.2. 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.
- 7.2. 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.
- 7.3. 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:**

- 8.1 The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- 8.2 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. FoR or CIF basis to the institute till satisfactory installation of the system, with in the stipulated time as decided by the Institute failing which penalty 1% of the total order value per week will be levied.

9. **Training:**

Wherever needed, 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:**

- 10.1 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.
- 10.2. 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, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.
- 10.3. 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 is 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.

- 10.4. The BIDDER shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- 10.5. The equipment must be supported by a Service Centre in India 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 vendor support Centre on a toll free number/web/mail.
- 10.6. 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.
- 10.7. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 10.8. The principal vendor must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.
- 10.9. 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.
- 10.10 **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:**

11.1 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.

11.2 The bidder must give details of identical or similar equipment, if any, supplied to any IITS/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.

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

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

14.2. 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:**

15.1. For Indigenous items, 90% payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank Guarantee for 10% of the total order value, to be valid for till warranty period from date of installation and acceptance. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period. Please note that the warranty period will be extended in case of non-resolving of issues in a stipulated given by the institute as mentioned above.

15.2. For imported items, 90% payment shall be made by a Irrevocable Letter of Credit established in favor of the supplier through the State Bank of India, Deccan Gymkhana Branch, Tirupati 411 004 (India) for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents. Balance 10% will be released after completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training and upon receipt of Bank Guarantee for 10% of total Order value towards performance security to be valid for till warranty period from the date of installation. However, Letter of Credit arrangement will be made for 100% order value. Please note that the warranty period will be extended in case of non-resolving of issues in a stipulated given by the institute as mentioned above.

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

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

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. Otherwise the IISER will forfeit EMD/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:**

The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the IISER Tirupati either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the IISER Tirupati in writing of such conditions and the cause thereof. Unless otherwise directed by the IISER Tirupati in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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. Comparisons of Bids

The Purchaser 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 subsequent amendments to the order. 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 and the quality as mentioned in the tender in the technical bid itself.

21. Dispute Settlement:

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

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

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

- (a) In case of Dispute or difference arising between the IISER Tirupati and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IISER Tirupati, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

Assistant Registrar (A&P)

CHAPTER 4

Specifications for Steady State Fluorescence-Phosphorescence Spectrophotometer with Cryostat and Integrating Sphere

IISER Tirupati has a requirement for state-of-the-art Steady State Fluorescence Spectrophotometer (UV-Vis-NIR) with steady state and time resolved Phosphorescence (UV-Vis) along with delayed fluorescence modality, and further equipped with Cryostat assembly, and Integrating Sphere. In addition to the installation and in-house operational training, the following minimum instrument specifications are required.

Items	Required Specifications
Light Source	450 W Ozone free Xe lamp; and 60 W microsecond flash lamp with Optical pulse width 1.5 μ s to 2.5 μ s, repetition rate 0.1 Hz - 100 Hz (rep frequency to be computer controlled). Phosphorescence decays measurable in the UV-Vis range in the time range between 2 μ s and 10 seconds
Detectors	UV-Vis Range: PMT detector (compatible with measurement of steady state Fluorescence, steady state Phosphorescence, and phosphorescence decay lifetime); should be operating in photon counting electronics mode. Spectral Response Range: 200 nm – 900 nm or better And NIR range: Suitable detector for steady state Fluorescence and steady state phosphorescence; Spectral Response Range: 900 nm – 2000 nm or better Reference detector should be provided
Signal to Noise Ratio	Standard instrument configuration should have a guaranteed sensitivity of >20,000:1 for the Signal-to-Noise Ratio of the water Raman signal measured with excitation at 350 nm, emission at 397 nm, with a 1 second integration time and 5 nm spectral bandwidth.
Wavelength range	UV-Vis: 200-900 nm or better And NIR: 900 – 2000 nm or better
Monochromator	UV-Vis: Excitation Monochromator: Double monochromator with Czerny-Turner design or better with 1200 g/mm grating blazed between 300-350nm or better. Mechanical wavelength range covered should be 200-900 nm or better Emission Monochromator: Single monochromator with Czerny-Turner design or better with 1200 g/mm gratings blazed between 500-550nm or better. Mechanical wavelength range covered should be 200-900 nm or better

	<p style="text-align: center;">And</p> <p>NIR: Excitation Spectrometer: Should be utilising the excitation grating from the UV-Vis range case as detailed above Emission Spectrometer: Spectrometer with Czerny-Turner design or better with 600 g/mm gratings blazed at 1000 nm or better. Mechanical wavelength coverage 800-2500 nm or better</p> <p>Bandpass: The System should have continuously adjustable entrance and exit slits operated under computer control</p> <p>Wavelength Accuracy: +/- 0.5 nm or better</p>
Gated PMT Circuit	Required for delayed fluorescence and phosphorescence; Minimum gate width is 5 μ s, minimum gate delay is 0 μ s. Gate width and delay should be fully computer controlled through the integrated software.
Sample Holder	Liquid sample holder: cuvettes with magnetic stirrer and beads Solid Sample Holder: Designed for viewing front-face fluorescence of thin films, powders, pellets, paper, fibers, or microscope slides. These sample holders should fit in the steady state system, QY accessory, Cryostat and in time resolved system (as detailed later in specs sheet 2)
Integrating Sphere for quantum yield measurements	Integrating Sphere that can be installed in the main sample compartment of the instrument by replacing standard cuvette holder. No optical fibre coupling is allowed. Should be Compatible with liquid, thin film, powder and pellet samples. Corresponding sample holders to be provided
Filters	ND filters for QY measurements across 200-900 nm, provide suitable ND filters for Quantum yield measurements, order sorting filters to avoid Rayleigh line or multiples of Rayleigh line; Suitable order sorting filters in the range of 370nm, 400nm, 450nm, 500nm and 550nm along with holders should be offered; These order sorting filters should be compatible with the lifetime instrument whose details are provided in specs sheet 2
Cryostat assembly	Liquid nitrogen cryostat that can be installed within the main sample compartment of the steady state and the time resolved system (Details on time resolved system are given in specs sheet 2) without optical fibre coupling. Cryostat should hold liquid, solid powder, thin film samples. Turbo molecular pump and other necessary adaptors are to be supplied. Temperature should be controllable in the range of 77 – 300 K. Cryostat should have quartz windows. The entire cryostat assembly be compatible with use in the steady state and time resolved system (see specs sheet 2). Sample holders

	compatible with the cryostat to be provided for liquid, solid/powder, thin film based samples
Sample Compartment	The sample compartment should have enough space to accommodate cryostat and integrating sphere
Computer	High speed computer with Windows 10 Professional x 64 bit operating system; minimum 27" LED Monitor; i7, 7th generation Processor, 4.2 GHz to 4.5 GHz; 16 GB RAM; Hard drive - 128 GB – SSD for OS and 1 TB or higher storage; High speed USB or CD/DVD burner for backup-storage of image data, High speed dedicated video graphics with minimum 1 GB memory. USB Keyboard and USB mouse should be provided.
	Laser-Jet Printer
	Software for completely controlling the instrument with graphical representations and analysis of the data. Appropriate software to perform kinetic, temperature dependent, sequential measurements, phosphorescence lifetime analysis, delayed fluorescence analysis, cryostat operation, quantum yield calculation, Luminance and CIE coordinate calculation.
	Original windows and software packages
Other accessories	Spare Ozone free Xe lamp
	Fluorescence Quartz Cuvettes with tight cap (lid): 10 x 10 mm path length (5 Nos) and 10 x 2 mm (2 Nos), solid powder sample holders for quantum yield measurement (5 Nos), cuvettes and solid sample holders compatible with cryostat
Warranty & General Terms	Three years of comprehensive warranty for the spectrophotometer should be provided.
	Must undertake the delivery and installation of the system at the shortest possible time after the purchase order is placed.
	In case of any major problem/break down of the instrument in the first year, the vendor can replace the faulty item only once. If the problem persists the vendor is responsible for the replacement of the full system with a new updated one within 3 months.
	Pre-installation requirement: Necessary pre-installation advice, bench and electrical requirements and other site essential details should be sent immediately after the placement of the order
	Installation, commissioning and application training: After installation, the engineer should demonstrate the capabilities in all purchased modes of the instrument with tendered specification. Free of cost on-site training for a group of scientists/technical staff/students covering all aspects related to the operation and routine maintenance of the instrument should also be provided.
	Service facility in India: The Indian agents should have service facilities in India and should have factory trained and qualified

	engineers for prompt service support. Down-time call attendance should be within 24 hours.
	The supplier should undertake the responsibility of supplying spares for the next ten years after installation/discontinuation of the system/model.
Re-installation conditions	The re-installation of the system including (dismantling and re-assembling) should be carried out free of cost during re-location to the new campus..

The Software & architecture of the system should be such that it allows accessories such as cryostat assembly, sample holders, filters to be shared with dedicated Lifetime measurement setup whose details are provided in specs sheet 2 that follows.

Specifications for Fluorescence Lifetime Spectrometer

IISER Tirupati has a requirement for state-of-the-art Fluorescence Lifetime Spectrometer compatible with Cryostat assembly (Cryostat details are provided in Specs Sheet 1 above). Fluorescence lifetime spectrometer should be a modular system for measuring fluorescence decays in the time range between ~100 ps and 50 μ s using robust, and fast photon counting methods (TCSPC, MCS or equivalent). This modular system should be upgradable to NIR in the future. The Software & architecture of the system should be such that it allows accessories such as cryostats and sample holders to be shared with Steady State measurement setup as detailed in specs sheet 1 above. The instrument should use state-of-the-art data acquisition electronics for ultra-high temporal resolution and dynamic range.

In addition to the installation and in-house operational training of the dedicated lifetime set-up, the following minimum instrument specifications are required:

Wavelength range: 230 - 850 nm or better

Sample holders: Liquid with magnetic stirrer and beads, solid powder, thin film. Front surface sample holder for use with solid or highly scattering samples should be provided. These sample holders should be sharable with the steady state system (specs sheet 1)

Sample Chamber: Large sample chamber compatible with integratable Cryostat assembly.

Cryostat Compatibility: Instrument should be compatible with Cryostat assembly that is a part of the steady state system as detailed in specs sheet 1. The cryostat with its sample holders should be integratable into the sample compartment of this time resolved system without any fiber optic coupling.

Cuvettes with lids-

Quartz Fluorescence Cuvette with Cover (with 10 mm pass lengths & nominal volume 3.5 ml)

Quartz Micro Fluorescence Cuvette with Cover (10 mm pass lengths & nominal volume 0.7 ml)

Cuvette suitable for use with cryostat

Fluorescence Anisotropy: Instrument should be compatible with automated fluorescence anisotropy measurements (300-850 nm or better) with magic angle polarization providing motorized excitation and emission polarizers for Time Resolved anisotropy measurements.

Excitation Polariser- Glan Thompson polarising prism (a-BBO; spectral range 220 nm - 900 nm) in computer-controlled mount. Polariser position (in or out of the beam) and angle should be fully computer-controlled. The position to be recognized by the computer.

Emission Polariser- Glan Thompson polarising prism (a-BBO; spectral range 220 nm - 900 nm) in computer controlled mount. Polariser position (in or out of the beam) and angle should be fully computer-controlled. The position to be recognized by the computer.

Sources and Mounting:**

- 1) 290 nm (± 10 nm) picosecond pulsed LED with Typical pulse width of 800 ps @ 10 MHz with tunable Rep rate: 20 kHz - 20 MHz
- 2) 340 nm (± 10 nm) picosecond pulsed LED with Typical pulse width of 840 ps @ 10 MHz with tunable Rep rate: 20 kHz - 20 MHz
- 3) 375 nm (± 10 nm) picosecond pulsed diode laser with Typical pulse width of 65 ps @ 10 MHz with tunable Rep rate: 20 kHz - 20 MHz
- 4) 475 nm (± 10 nm) picosecond pulsed diode laser with Typical pulse width: 80 ps @ 10 MHz with tunable Rep rate: 20 kHz - 20 MHz
- 5) 510 nm (± 10 nm) picosecond pulsed diode laser with Typical pulse width: 90 ps @ 10 MHz with tunable Rep rate: 20 kHz - 20 MHz
- 6) 635 nm (± 10 nm) picosecond pulsed diode laser with Typical pulse width: 75 ps @ 10 MHz with tunable Rep rate: 20 kHz - 20 MHz

The desired rep rate should be software selectable

**Vendor to supply Laser mounts with continuously variable neutral density filter and beam stop

** Vendor to supply Filter slots along with the long pass filters for each laser excitation source

**Vendor must provide means such that the above sources, operating at low rep rates and with relevant photon counting methodology (such as MCS or equivalent), can be used for measuring lifetimes in the 500 ns – 50 microsecond regime.

Emission Monochromator: Single monochromator in Czerny Turner configuration, supplied with ruled gratings with 1800 grooves/mm, blazed at 500 nm. Monochromator should have provision for automated time-resolved emission spectral (TRES) measurements and choosing the emission wavelength as required for decay measurements. Should have adjustable slits (1 nm to 30 nm or better) in the emission side. Should have provisions for higher order removal.

Detector: Picosecond photon detector with typical Instrument Response Function of < 180ps (FWHM @ 375 nm); dark count rate: <200 cps, and higher counting rates - up to 5Mcps without damage should be provided. Detection Range should be from 230 to 850 nm or better. High gain detectors are must.

Acquisition Electronics: TCSPC, MCS or equivalent module with variable timing delay. Time to amplitude converter (full range 2.5 nanoseconds to 50 microseconds); 256 to 8192 data bins, nominal minimum bin width 305 femtoseconds (TCSPC mode)

Computers: Computers, monitors, USB keyboards and USB mice included with acquisition and analysis software package pre-loaded. **Two** such computer assembly package should be provided: one for data collection and another for data analysis. The general specifications for the computers to be supplied should adhere to the following details:

High speed computers with Windows 10 Professional x 64 bit operating system; minimum 27'' LED Monitor; i7, 7th generation Processor, 4.2 GHz to 4.5 GHz; 32 GB RAM; Hard drive - 256 GB –SSD for OS and 1 TB or higher storage; High speed USB or CD/DVD burner for backup-storage of image data, High speed dedicated video graphics with minimum 1 GB memory.

Software: Advanced Software for Windows, providing spectrometer control, performance monitoring, spectral and lifetime data acquisition and data analysis. USB key should be provided for the software, providing:

control over spectrometer components such as lamps, monochromator and detector settings; spectral and fluorescence lifetime acquisition; automatic or manual spectral correction; kinetic measurements; batch measurements for automated sequential operations of spectral and lifetime; time resolved excitation and emission spectra (TRES) and slicing of TRES data; data handling

routines (normalisation, scaling, arithmetic, integration, differentiation, smooth etc.); numerical data reconvolution of up to 4 exponentials; full reconvolution analysis of up to 10,000 channels of data; residuals analysis, autocorrelation analysis, 2D, 3D and contour graphics; routines for quantum yield, reflectance and absorption measurements; chromaticity and luminance calculation and presentation; file import/export options, including ASCII; fully computer controlled sample temperature during cryostat operation.

Warranty, General terms, installations and re-installations: Three years of comprehensive warranty for the spectrophotometer should be provided. Must undertake the delivery and installation of the system at the shortest possible time after the purchase order is placed. In case of any major problem/break down of the instrument in the first year, the vendor can replace the faulty item only once. If the problem persists the vendor is responsible for the replacement of the full system with a new updated one within 3 months.

Pre-installation requirement: Necessary pre-installation advice, bench and electrical requirements and other site essential details should be sent immediately after the placement of the order.

Installation, commissioning and application training: After installation, the engineer should demonstrate the capabilities in all purchased modes of the instrument with tendered specification. Free of cost on-site training for a group of scientists/technical staff/students covering all aspects related to the operation and routine maintenance of the instrument should also be provided. The re-installation of the system including (dismantling and re-assembling) should be carried out free of cost during re-location to the new campus.

Service facility in India: The Indian agents should have service facilities in India and should have factory trained and qualified engineers for prompt service support. Down-time call attendance should be within 24 hours. The supplier should undertake the responsibility of supplying spares for the next ten years after installation/discontinuation of the system/model.

CHAPTER-5 PRICE SCHEDULE

CHAPTER:5 PRICE SCHEDULE								
Sl. No.	Item Description	Quantity	Units	BASIC RATE (Per Unit) In Figures To be entered by the Bidder in Rs. P	GST %	GST Amount	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes
1	•Steady State Fluorimeter with Integrating Sphere and Cryostat Assembly	01	No.					
	•Time Resolved Fluorescence System with Fluorescence Anisotropy	01	No.					

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)		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer		
	c) Whether the agent is registered with NSIC/MSME		

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
2	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.		
3	a) Whether the required Scanned copy of Tender Fee & EMD is being submitted with the quotation		
	b) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure -'C'		
	c) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)		
4	a. If the prices are on Ex-Works basis or FOB (names port of shipment) or FCA (named place of delivery abroad)		

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 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 two 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		

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		
13	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this.		

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
14	a) Do you agree with the payment terms for indigenous supplies?		No deviation permitted
	b) Do you agree with the payment terms for imports supplies?		
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, 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		
19	After Sales service		
	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?		

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
20	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?		
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.		

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications/ part / Accessories of tender enquiry	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	4	5	6



BID SECURITY FORM

Whereas (Hereinafter called “the tenderer”) has submitted their offer dated for the supply of (Hereinafter called “the tender”) against the purchaser’s tender enquiry No. _____

KNOW ALL MEN by these presents that WE (Name of bank) of (Name of country), having our registered office at (Address of bank)

(Hereinafter called the “Bank”), are bound unto ... (Name of purchaser) (Hereinafter called “the purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of..... 20.....

THE CONDITIONS OF THESE OBLIGATIONS ARE:

- 1.** If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2.** If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
- 3.** If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
- 4.** Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and Designation of the Officer
Seal, Name & Address of the Bank and address of the branch

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 warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

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

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

Title: [insert title]

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

Dated on _____ day of _____ [insert date of signing]



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:

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) : _____

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

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

CERTIFICATE
(To be provided on letter head of the firm)

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

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

DETAILS OF THE ACCOUNT HOLDER

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

BANK ACCOUNT DETAILS

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

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

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

Date: 14 Dec 2017

Signature of the Competent Authority
 of the Institute

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

Certified that the particulars furnished above are correct and complete.

Date: 14/12/2017

For STATE BANK OF INDIA

मुख्य प्रबंधक, कोरलगुन्टा (तिरुपति)
 Chief Manager, Korlagunta, Tirupati
 Official with Bank seal.

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



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 _____ 2017 between the Indian Institute of Science Education & Research, Karakambadi Road, Mangalam , Tirupati- 517507 (herein after referred to as 'BUYER'), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the " BIDDER / Seller" , which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes to procure Supply, Installation & Commissioning of Dual Beam Optical Tweezers and the BIDDER / Seller is willing to offer / has offered the stores and

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

The BUYER is a Department of the Government of India under Ministry of 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

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

3. 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:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, Consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person, Organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

- 3.2 The BIDDER further undertakes that 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.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.
- 3.5 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.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.1 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

3.11 If the BIDDER or any employee of 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.

4. Previous Transgression

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

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

5. Earnest Money/Security Deposit

5.1 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:

- 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.

5.2. 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.

5.3 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.

- 5.4 No interest shall be payable by the BUYER to the BIDDER(s) on Earnest Money/ Security Deposit for the period of its currency.

6. 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 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.

6.2 The BUYER will be entitled to take or any of the actions mentioned at para 6.1 (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.

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

7. Fall Clause

7.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other 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.

8 Independent External Monitor(s)

8.1 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.

8.2 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.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

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

- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.

9. 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.

10. Law and Place of Jurisdiction

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

11. 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

12. Validity

- 12.1 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.
- 12.2 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

13 The Parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation
IISER Tirupati

BIDDER

Witness

1. _____

2 _____

Witness

1. _____

2 _____

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/- and EMD of Rs. 3,00,000.00	.PDF	(Yes / No)
2		Format of compliance statement of specification as per Annexure-‘B’	.PDF	(Yes / No)
3		Bid security Form as per Annexure-‘C’(as applicable)	.PDF	(Yes / No)
4		Manufacturer’s Authorization Form as per Annexure-‘D’	.PDF	(Yes / No)
5		Previous Supply Order Format as per Annexure-‘E’	.PDF	(Yes / No)
6		Bidder Information form as per Annexure-‘F’	.PDF	(Yes / No)
7		Blacklist certificate as per Annexure-‘G’	.PDF	(Yes / No)
8		A copy of the Un-priced Commercial bid	.PDF	(Yes / No)
9		List of deliverables as per Chapter- 4	.PDF	(Yes / No)
10		Self-Attested copy of GST Number (as applicable)	.PDF	(Yes / No)
11		Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(Yes / No)
12		Solvency certificate for Rs 11.50 Lakhs(Eleven Lakh Fifty Thousand) (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 Excel (BOQ) Format	.xls	(Yes / No)



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