



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

An Autonomous Institution, Ministry of Human Resource Development, Govt. of India.

**900, NCL Innovation Park, Dr. Homi Bhabha Road,**

**Pashan Pune – 411 008.**

**Tel : +91-020-2590 8017**

**Fax : +91-020-2589 8022**

**Website : [www.iiserpune.ac.in](http://www.iiserpune.ac.in)**

### **WEBSITE TENDER DOCUMENT (SINGLE BID)**

Indian Institute of Science Education and Research (IISER), Pune, an autonomous Institute established under Ministry of HRD, Government of India. IISER is devoted to both teaching and research of the highest caliber in a totally integrated way. IISER, Pune would like to procure the following equipment for its day to day research. The Technical Specifications are given in **Chapter 4: Schedule of Requirements / Specifications and Allied Technical details** are appended herewith.

- **Item** : **REFRIGERATED INCUBATOR SHAKER**
- **Tender Enquiry No** : **IISER-PUR-0712-11**
- **Due Date & Time** : **06.1.2012 up to 3.00 PM**  
(For submission of Bids)
- **Opening of Bids** : **06.1.2012 at 03.30 PM**

Prospective Bidders may download the Tender Documents from IISER's website [www.iiserpune.ac.in](http://www.iiserpune.ac.in) and submit their offers to The Director, Indian Institute of Science Education and Research, 900, NCL Innovation Park, Dr. Homi Bhabha Road, Pashan, Pune – 411 008, India

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## **CHAPTER-1. INVITATION FOR BIDS**

1. Indian Institute of Science Education and Research (IISER), Pune invites sealed tenders for **Refrigerated Incubator Shaker** The Technical Specifications are given in **Chapter 4: Schedule of Requirements/Specifications and Allied Technical details** appended herewith.
  
2. **Contact for information:**  
  
Technical & Commercial contact: In charge Stores & Purchase  
Indian Institute of Science Education and Research (IISER), Pune  
900, NCL Innovation Park, Dr. Homi Bhabha Road,  
Pashan,  
Pune – 411 008, India  
Tel : +91-020-2590 8171  
Fax : +91-020-2590 8022  
Website : [www.iiserpune.ac.in](http://www.iiserpune.ac.in)
  
3. **The tender document can be downloaded from the IISER website [www.iiserpune.ac.in](http://www.iiserpune.ac.in)**
  
4. Supply means: “Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training”. If any charges extra are payable for Installation, Commissioning and training, the same should be specified in the commercial offer.
  
5. **Submission of Bids :**
  - (i) **Place : Purchase Section of IISER, Pune - 411 008, India.**
  - (ii) **Time and Date of Submission: Before 3.00 PM on 06.1.2012.**
  - (iii) **Time and Date of opening of Bids: At 03.30 PM on 06.1.2012.**

IISER, Pune will not be responsible, for submission / delivery of quotation at wrong places other than the Purchase Section of IISER, Pune - 411 008, India
  
6. The envelope should be super scribed with our **tender enquiry IISER-PUR-0712-11 due on 06.1.2012** and to be submitted to the address given below so as to reach on or before **03.00 PM on 06.1.2012**

**The Director,  
Indian Institute of Science Education and Research (IISER)  
900, NCL Innovation Park, Dr. Homi Bhabha Road,  
Pashan, Pune – 411 008, India**

The envelopes must be super-scribed with the following information:

- Tender Reference Number
- Due Date
- Name of the Vendor

The Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation eg. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.

The Offer should comprise of the following:

- (i) The offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. **Unsigned Tenders will also be rejected.** Failure to comply with this requirement may result in the bid being rejected.
- (ii) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IISER, Pune. The decision of Purchase Committee shall be the guiding factor for selection of the responsive firms.
- (iii) Undertaking that the successful bidder agrees to give a security deposit amounting to 10% of the purchase order value by way of Bank Guarantee Demand Draft in favour of The Director, IISER,Pune,
- (iv) Duly filled in Bid with proper seal and signature on each page of the bid should be submitted and the same should accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature / Brochures with warranty Terms.
- (v) The import license is covered under OGL policy of 2007 - 2012.
- (vi) If the bid is for branded makes, authorization letter from principals clearly indicating that the vendor is the competent authority to sell and provide services towards the items mentioned in the scope of supply given in this tender document.
- (vii) Agreements / Purchase Orders / Completion certificates if any, for similar equipment to other IISER Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
- (viii) 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.

- (ix) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (x) Compliance sheet with any deviation with reference to the terms and specifications.
- (xi) In case of Foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.
- (xiii) Indicate the names of the Indian reputed Organizations where you have supplied similar equipment and may attach the satisfactory performance report of the equipment from user Organization.
- (xiii) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem.
- (xiv) Duly filled in checklist as per Chapter 6 should be submitted along with tender.
- (xv) The Bidders are requested to quote for Educational Institutional Price for Equipment and software, since we are eligible for the same

**Bid documents should be submitted as per the above sequence with Index page and page numbers (including technical literature). Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation.**

**7. Date of opening the Bids.**

**Bids will be opened on – 06 .1. 2012 at 03.30 PM at:**

**Indian Institute of Science Education and Research (IISER)  
900, NCL Innovation Park, Dr. Homi Bhabha Road,  
Pashan,  
Pune – 411 008, India**

The bids will be opened in the presence of the bidders on the specified time and date. Bidders/Agents who have responded to the tender only will be allowed to be present.

No camera mobiles / mobiles are allowed during tender opening.

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

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

#### **8. Purchase Committee**

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

#### **9. Terms of the Purchase Committee**

- (i) A committee duly constituted by the Director, IISER, Pune will go through the bids and recommend firms that are meeting all the specifications of the Tender. The recommendation/decision of the purchase committee is the final and binding on all the parties.
- (ii) Purchase Committee will proceed through Bids as defined in **Chapter IV (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IISER, Pune will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.
- (iii) The purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune.

#### **10. Comparison of Responsive bids:**

- (i) After opening the bids, the responsive offers will be tabulated with reference to the specification and compared on FOB basis only.
- (ii) Though the comparison is made on FOB basis, the bidders are required to provide the estimated cost of freight & insurance up to Mumbai i.e. CIF Mumbai.
- (iii) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order subject to availability of funds.

The bid can be submitted in person or through post/courier (IISER will not be responsible for delayed / late quotations submitted / sent by Post / Courier etc. resulting in disqualification/ rejection of any bid) so as to reach IISER on or before the due date and time. Fax / E-mail tenders will not be considered unless it is asked for. The bidders' authorized representative can attend the bid opening.

11. No request for extension of due date will be considered under any circumstances.
12. 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.
13. The Director, IISER, PUNE reserves the right to accept the offer in full or in parts or reject summarily or partly.

## **CHAPTER-2 : INSTRUCTIONS TO BIDDERS**

### **Delivery Period / Timeliness**

The deliveries & installation must be completed **within two months**, 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, PUNE's plans of completing the project within the time frame.

### **Locations for the Supply / Services:**

The **Refrigerated Incubator Shaker** covered by this document is required to be supplied and installed at IISER, Pune.

#### **1. Eligible Bidders**

- 1.1 This invitation for bids is open to all bidders who are in the business of supply & maintenance services or bidders who are in business of similar nature for at least three years.
- 1.2 For Branded items, only the authorized distributors / dealers / resellers are eligible to bid. In this case, the authorization certificate to this effect, issued by principals should be submitted along with the Technical Bids.
- 1.3 IISER, PUNE reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.
- 1.4 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.5 Bidders should QUOTE strictly in accordance with the requirements. The Bidders conditions printed on the reverse of the tender/quote or otherwise sent along with the tender shall not be binding on IISER, PUNE.
- 1.6 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.7 Based on the list of installations provided by the bidder, IISER, PUNE will have its option to obtain details of the equipment, their performance, after sales services etc. for evaluation of the tender, directly from the concerned Labs./Scientists etc
- 1.8 The tenders must be clearly written or typed without any cancellations/ corrections or overwriting.

- 1.9 The makes/brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
- 1.10 Firms which have already supplied similar equipment to IISER, PUNE and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 1.11 Conditional Offers will not be considered.
- 1.12 IISER, PUNE will not provide any accommodation/transportation for the engineers/ representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
- 1.13 The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.

## 2. **Amendment of Bidding Documents**

- 2.1. At any time prior to the deadline for submission of bids, IISER, PUNE may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document.
- 2.2. All prospective bidders who have downloaded the bidding document may visit IISER, PUNE website for amendments / modifications which will be binding on them

## **PREPARATION OF BIDS**

### 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, Pune. The security deposit should be valid for period of one year.
- 3.2 The Security Deposit should be valid for a period of one year as we plan to extend the same as Performance Bank Guarantee.
- 3.3 **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**

3.4 All bank details like Name, address, phone/fax no, e-mail etc should be mentioned clearly.

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. **Period of validity of bids**

5.1. Bids shall be valid for a period of **90 days** from the date of opening the Technical bid.

5.2. IISER, PUNE may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

**SUBMISSION OF BIDS**

6. **Deadline for submission of Bids**

Bids must be received by IISER, PUNE **before the time & date at address specified in the tender.** In the event of specified date for the submission of bids being declared as a holiday for IISER, PUNE, the bid-closing deadline will stand extended to the next working day. No communication is required in such cases.

7. **Late Bids**

IISER, PUNE will not be responsible:

7.1 For delayed / late quotations submitted / sent by post / courier etc.

7.2 For submission / delivery of quotations at wrong places other than the Purchase section of IISER, Pune.

7.3 Fax / E-mail / Telegraphic / Telex tenders will not be considered.

7.4 Any bid inadvertently received by IISER, PUNE after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the bidder.

## AWARD OF CONTRACT

### 8. Award Criteria

- 8.1 IISER, PUNE shall award the contract to the eligible bidder whose bid has been determined as the lowest evaluated commercial bid.
- 8.2 If more than one bidder happens to quote the same lowest price, IISER, PUNE reserves the right to award the contract to more than one bidder or any bidder.

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

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

### 10. Cargo Consolidation and Customs Clearance:

IISER, PUNE 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.

### 11. Corrupt or Fraudulent Practices

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

- 12.1. IISER, PUNE will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 12.2. IISER, PUNE may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract

### 12. 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, PUNE's interpretation of the clauses shall be final and binding on all parties.**

### **CHAPTER - 3 : CONDITIONS OF CONTRACT**

#### **1. Price**

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. Bidder may bid in Foreign Currencies on behalf of their Principals or in INR.
- 1.3. The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in Indian Rupees as well as in Foreign Currency.
- 1.4. In case of foreign currency bids, the price criteria should be on F.O.B. basis.
- 1.5. Packing, forwarding, freight, insurance and commissioning charges, if any extra may be quoted separately in Commercial Bid.
- 1.6. In case your quote is Ex-works/F.O.B basis estimated insurance coverage charges may please be indicated.
- 1.7. CIF, Mumbai value both by Airfreight and Ocean freight.
- 1.8. In case of Foreign Quote, the mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (By Air India Freight) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
- 1.9. In case of INR bids the price criteria should be on F.O.R., IISER, PUNE. Govt. Levies like central excise duty, sales tax, octroi, WCT etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any. Please note that IISER is exempted from payment of Excise duty vide Govt. Notification No.10/97-Central Excise dated 1<sup>st</sup> March,1997.
- 1.10. IISER, PUNE is exempted from payment of Custom Duty vide Govt. Notification No.51/96-Customs dated 23<sup>rd</sup> July, 1996. However as per the Govt. of India further notification No.24/2002-Customs dated 1<sup>st</sup> March, 2002 notification No.19/2006Customs dt. 01.03.2006 Custom Duty is levied on all import meant for IISER, PUNE. Since the suppliers are requested to quote only on FOB basis freight, insurance and custom duty as applicable to Education and Research Institutions will be paid by IISER, PUNE.
- 1.11. Bidders may also bid for High Sea sales.

- 1.12. The actual Sales Tax Percentage (without Form “C”) if any, should be specified.
- 1.13. Please provide TIN no. of the firm along with the CST/WCT No. allotted by the concerned authorities in your quotation.

## 2. **Bank Charges**

**All Bank charges inside India, including opening of LC, to IISER, PUNE 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. **Delivery Schedule**

- 4.1. The bidders may please note that the delivery of the system should be strictly **within two months from the date of placement of firm order.**
- 4.2. Goods should not be dispatched until the Vendor receives a firm order.

## 5. **Security Deposit**

The bidder will forfeit the 10% security deposit if he 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.

## 6. **Performance Bank Guarantee**

The 10% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of warranty period.

7. **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, Pune 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.

8. **Installation**

- 8.1. Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 8.2. 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.

9. **Warranty / Support**

- 9.1. 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, PUNE. 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 7 working days. The comprehensive warranty includes onsite warranty with parts.
- 9.2. 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.
- 9.3. The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- 9.4. 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.

- 9.5. The equipment must be supported by a Service Centre 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 contract the Principal's vendor support Centre on a toll free number/web/mail.
- 9.6. 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.
- 9.7. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 9.8. 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.
- 9.9. 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 Offer.

#### 10. **Annual Maintenance Contract**

- 10.1. The bidders should also quote for Annual Maintenance Contract after warranty for subsequent years.
- 10.2. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.
- 10.3. Mention the charges for comprehensive maintenance contract separately (for post warranty period).

#### 11. **Indemnity**

The vendor shall indemnify, protect and save IISER, PUNE 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 equipments supplied by him.

## 12. **Freight & Insurance**

- 12.1. Imports : In case of imports the freight & insurance will be paid by IISER, PUNE, as the consignments are shipped through the IISER, PUNE nominated freight forwarder.
- 12.2. Indigenous : The equipments 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, PUNE site in case of Rupee transaction.

## 13. **Payment**

- 13.1. No advance payments are allowed under any circumstances.
- 13.2 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 One Year 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.
- 13.2. For imported items, 90% payment shall be made by Sight Draft / an Irrevocable Letter of Credit established in favour of the supplier through the State Bank of India, Deccan Gymkhana Branch, Pune 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 one year from the date of installation. However Letter of Credit/Sight Draft arrangement will be made for 100% order value.

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.

- 13.3. 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.

## 14. **Penalty for delayed Services / LD**

- 14.1. 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.

14.2. 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.

14.3. IISER, PUNE 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.

**15. Jurisdiction**

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

**16. Force Majeure**

IISER, PUNE may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

**17. Arbitration**

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

Assistant Registrar (Stores & Purchase)  
IISER, PUNE

## CHAPTER 4

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

#### SPECIFICATIONS FOR TWO REFRIGERATED INCUBATOR SHAKER

##### Shaker #1

Stackable Refrigerated shakers are required for growing bacterial samples for research purposes. The shaker/incubator will be primarily used for shaking flasks of bacteria at shaking speeds ~350 rpm with chamber temperatures varying between 10 °C to 40 °C. Features related to safety of the Flask as well as the microorganisms growing within are critical. These include features such as stopping the shaker when out of balance, when the door is open or when the shaker exceeds set speed to dangerous levels.

Specifications:

##### 1. Chamber

- (i) Volume: 5 Cubic Feet ( $\pm 10\%$ ) or approximately 150 Litres.
- (ii) Upto 2 internal Shelves, with load bearing ability.
- (iii) Internal Fluorescent Lighting.
- (iv) Stainless Steel interior with Single Door.
- (ii) Tight seal when door is closed.
- (v) View port or window on door preferred.
- (vi) One or more access ports.
- (vii) Germicidal mechanism to reduce bacterial load in the air is desirable.
- (viii) Internal electric Outlet.

##### 2. Control Panel, Refrigeration, Display with Temperature and rpm Control.

- (i) Microprocessor based control with Digital LED Display of temperature, speed and alarms
- (ii) Temperature range: 4° to 50 °C, Calibrated, Temperature Accuracy & Control ( $\pm 0.1^\circ \text{C}$ ) at 25 °C.
- (iii) Audible and visible alarms on temperature exceeding set temperature range.
- (iv) Uniform temperature ( $\pm 0.5^\circ \text{C}$ ) control at all temperatures inside with the use of fans/ forced circulation.
- (v) Programmable for time, temperature and rpm.
- (vi) Data logging features that allow interface with computers to analyze run parameters over time.
- (vii) Precise regulation of Speed, Running Time, Incubation & Refrigeration over time.

### 3. Safety related features

- (i) Machine stops shaking when out of balance or in case of excess vibration.
- (ii) Machine stops if Door is opened during an experiment.
- (iii) Machine Stops if the High or low temperature limit is exceeded.
- (iv) Automatic start at correct temperature and rpm after power failure.
- (v) Indication/Alarm when machine needs urgent maintenance.

### 4. Shaking related features:

- (i) Shaking speed: 40 - 500 rpm with control ( $\pm 5$  rpm)). Shaking drive should be smooth without jerking movements. Drive should be protected from liquid spills in case of breakage of flasks.
- (ii) Shaking Load Capacity: AT least upto 10 kg.
- (iii) Universal Platform with dimensions equal to or exceeding 40 X 40 cm and with the ability to hold 6 L flasks. Platform should be easily removable for cleaning.
- (iv) *Quote for Flask Holders:* 4 X 2 Litre. 2 X 4 Litre, 2 X Test-Tube Rack, 6 X 250 ml.

Please list other *flask holders and stands* as optional items.

5. Minimal External footprint. Shaker should be stackable.

6. Low Energy Consumption, Quiet Operation.

7. 3 Years Comprehensive Warranty *should be included* as part of the Quotation. Same day or Second day Service Support, with Service engineers preferably located in Pune.

## Shaker #2

Stackable Refrigerated shakers are required for growing bacterial samples for research purposes. The shaker/incubator will be primarily used for shaking flasks of bacteria at shaking speeds ~350 rpm with chamber temperatures varying between 10 °C to 40 °C. Features related to safety of the Flask as well as the microorganisms growing within are critical. These include features such as stopping the shaker when out of balance, when the door is open or when the shaker exceeds set speed to dangerous levels.

Specifications:

### 1. Chamber

- (i) Volume: 10 Cubic Feet ( $\pm 10\%$ ) or approximately 260 Liters.
- (ii) Internal Fluorescent Lighting.
- (iii) Stainless Steel interior with Single Door. Door should be easily opened without excess support.

- (iv) Tight seal when door is closed.
- (v) View port or window on door preferred.
- (vi) One or more access ports.
- (vii) Germicidal mechanism to reduce bacterial load in the air is desirable.
- (viii) Internal electric Outlet.

## **2. Control Panel, Refrigeration, Display with Temperature and rpm Control.**

- (i) Microprocessor based control with Digital LED Display of temperature, speed and alarms.
- (ii) Temperature range: 4° to 50 °C, Calibrated, Temperature Accuracy & Control ( $\pm 0.1^\circ \text{C}$ ) at 25 °C.
- (iii) Audible and visible alarms on temperature exceeding set temperature range.
- (iv) Uniform temperature ( $\pm 0.5^\circ \text{C}$ ) control at all temperatures inside with the use of fans/ forced circulation.
- (v) Programmable for time, temperature and rpm. Ability to program machine to stop shaking and cool samples to 4 °C after 24 Hrs.
- (vi) Data logging features that allow interface with computers to analyze run parameters over time.
- (vii) Precise regulation of Speed, Running Time, Incubation & Refrigeration over time.

## **3. Safety related features**

- (i) Machine stops shaking when out of balance or in case of excess vibration.
- (ii) Machine stops if Door is opened during an experiment.
- (iii) Machine stops if the High or low temperature limit is exceeded.
- (iv) Automatic start at correct temperature and rpm after power failure.
- (v) Indication/Alarm when machine needs urgent maintenance.

## **4. Shaking related features:**

- (i) Shaking speed: 40 - 500 rpm with control ( $\pm 5 \text{ rpm}$ ). Shaking drive should be smooth without jerking movements. Drive should be protected from liquid spills in case of breakage of flasks.
- (ii) Shaking Load Capacity: At least upto 20 kg. Universal Platform with dimensions equal to or exceeding 70 X 40 cm and with the ability to hold 6 L flasks. Platform should be easily removable for cleaning.
- (iii) *Quote for Flask Holders:* 8 X 2 Litre. 4 X 4 Litre, 2 X Test-Tube Rack. Please list other *flask holders and stands* as optional items.
- (iv) Minimal External footprint. Shaker should be stackable.
- (v) Low Energy Consumption, Quiet Operation.



### **CHAPTER – 6 : Checklist: Eligibility Criteria for Bidders**

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

(a)	Undertaking that the successful bidder agrees to give a 10 % security deposit .	( <b>Yes / No</b> )
(b)	Authorization letter from Principals enclosed	( <b>Yes / No</b> )
(c)	Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) as applicable	( <b>Yes / No</b> )
(d)	Agreements / Purchase orders / Completion certificates, if any, from the clients for whom similar supply has been made by the bidder in last three years	( <b>Yes / No</b> )
(e)	Copy of ISO 9002 or equivalent Certificate	( <b>Yes / No</b> )
(f)	Copy of DGS&D Registration if any.	( <b>Yes / No</b> )
(g)	Compliance sheet with any deviation w.r.t. the terms	( <b>Yes / No</b> )
(h)	Acceptance of IISER, PUNE Cargo Agent	( <b>Yes / No</b> )
(i)	Bank charges agreed for outside India	( <b>Yes / No</b> )
(j)	LD clause agreeable.	( <b>Yes / No</b> )
(k)	Supply of spares for 10 years	( <b>Yes / No</b> )
(l)	Amalgamation/Acquisition: Successor agreeable to fulfill the contractual obligations.	( <b>Yes / No</b> )
(m)	Acceptance of warranty period and Free replacements during warranty period	( <b>Yes / No</b> )

**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 PUNE WILL PROCESS THE TENDER AS PER IISER PUNE 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 PUNE 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