



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

PREBID CLARIFICATION ON TENDER NUMBER - IISER/PUR/1111/23

ITEM DESCRIPTION- PROCUREMENT FOR UPGRADTION OF 500 MHZ BRUKER NMR SPECTROMETER

Refer to a Global tender published on the Institute website www.iiserpune.ac.in and on the CPP Portal on 08/11/2023 for procurement for upgradation of 500 MHz Bruker NMR Spectrometer

The pre-Bid meeting was held on 16/11/2023 at 4.00 PM and the minutes of the meeting is as under:

At the outset, the Chairman welcomed all the Members and the representative of the Prospective Bidders and briefed in general on the scope of the tender and thereafter requested the Assistant Registrar (S&P) to brief the bidders on the salient features of the tender.

The representatives present were satisfied with the replies given and it was informed that the corrections/additions/clarifications given, as discussed during the Pre-Bid Conference would be hosted on the website of IISER Pune, and all the Prospective Bidders are required to take cognizance of the proceedings of the Pre-Bid Conference before submitting their bids as stipulated in the Bidding Documents.

The other terms & conditions of the notice issued on our IISER website www.iiserpune.ac.in will remain unchanged. No more correspondence in this regard will be entertained

The meeting ended with vote of thanks to the Chair

16/11/2023

16/11/2023

Sd/-
सहायक कुलसचिव (भांडार एवं क्रय)
Assistant Registrar (S&P)

TECHNICAL QUERIES AND CLARIFICATION

PRE-BID CONFERENCE FOR PROCUREMENT OF UPGRADE OF 500 MHZ BRUKER NMR SPECTROMETER

S.No	Query/Clarification Sought	Clarification / Amendment
1	Chapter 3 Clause 16.2 As per Bruker policy, maximum penalty applicable for late delivery and installation is 5%, kindly accept.	Chapter 3 Clause 16.2 LD term is amended to 5%.
2	Neither Bruker Switzerland nor Bruker India will quote for the customs duty, clearance, onward transport, incidental charges, IGST etc. It will be responsibility of IISER Pune. Hence our charges quoted in BoQ will be on FCA basis for imported items, as per tender clause 14.1 on page 17. The insurance and further pickup and delivery till IISER Pune will be on host institute	FCA and CIP both the prices should be quoted. Please note that all charges related to customs duty and clearance charges will be borne by IISER Pune
3	The End user certificate accepted by Swiss export department will be provided after the receipt of your purchase order. It should be signed and sent in time for Swiss government approval process to maintain the delivery timelines	End-user certificate will be provided after acceptance of the purchase order.
4	The pre-inspection clause at factory is not acceptable, as our factory production and testing divisions do not allow customers for pre-inspection of goods	Tender terms & conditions prevail.
5	Bruker Switzerland AG will issue in USD the EMD amount mentioned in tender in the form of BG from Credit-Suisse Switzerland. This can be extended as Security deposit for the warranty period after your PO is placed (if Bruker is chosen as final vendor).	EMD amount is amended from Rs.10,00,000/- to Rs.25,00,000/- This can be extended as a Security deposit valid till the warranty period after issuance of PO by IISER Pune.

6	Delivery of NMR spectrometer console electronics within 270 days of opening of LC is possible according to our factory, but all the documents such as end user certificate and any export control, confirmed LC etc should be submitted in time. Bruker shipment terms also will be applicable, which will be mentioned in our tender bids. The installation of the new electronics also will take 30-45 days as some of existing items needs to be used	The deliveries & installation must be completed within 270 Days after the establishment of the Letter of Credit.
7	Price validity will be for 90 days only (after opening of bids) as per Bruker global policy.	The price bid validity is amended from 180 days to 90 days.
8	Installation depends on various factors such as working of existing probes, magnet etc. which will not be quoted. If they develop any problem before and/or after the console upgrade, then such charges are not covered in the proposed quotation.	All components of the spectrometer, the magnet, and all five probes are currently working very well. The same can be verified by an engineer. The upgrade of the spectrometer console should only elevate the performance. The upgrade should not deteriorate the performance in any manner.
9	Liquidated damages or Demurrage will not be applicable to Bruker as IISER needs to provide directly all documents for customs clearance through their nominated agents and get it delivered up to IISER Pune lab.	All the documents for customs clearance will be provided by IISER Pune in time.
10	Bruker global payment terms is 100% Letter of credit for order value be opened where 90% payments to be released a month before shipment and 10% balance can be released after installation and demo of instrument.	IISER Pune will open a 100% Letter of credit for order value. 90% Payment will be released against shipping documents and the balance 10% after successful installation and acceptance of equipment.
11	<p>1. To remove the following Paragraph 10 of Chapter 2: Instructions to Bidders of the Tender</p> <p>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,”</p>	Tender terms and conditions prevail.

12	<p>2. To amend the following Clause 16.2 of Chapter 3: Conditions of Contract of the Tender Document, to read as follows:</p> <p>“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. For the avoidance of doubt, the aforementioned cap of 10% order value will be the maximum liquidated damages which may be payable in respect of all aggregate delays under this order, regardless of whether such delays are in one or more parts of the order. Such money will be deducted from any amount due or which may become due to the supplier.”</p>	<p>Chapter 3 Clause 16.2 LD is amended maximum to 5%.</p>
13	<p>3. To insert the following paragraphs as part of Clause 21 of Chapter 3: Conditions of Contract of the Tender Document, as follows:</p> <p>“The parties are aware that the COVID-19 virus has been declared a pandemic by the World Health Organisation and acknowledge that the Supplier, either directly or indirectly, may be prevented, delayed or caused to incur increased costs as a result of such circumstances (including without limitation those caused by labour shortages or unavailability or restricted availability of materials, goods, credit or services affecting the Supplier or its sub-contractors). Provided the Supplier: (i) promptly notifies IISER Pune of the circumstance, and thereafter from time to time at reasonable intervals provide updates as to the status of such circumstance; (ii) has taken, and continues to take, reasonable precautions, due care and measures to mitigate the effect of such circumstances on its ability to perform its obligations, then IISER Pune agrees to grant the Supplier such extra time and extraordinary additional freight costs reasonably</p>	<p>For COVID-19 pandemic, the Institute will follow WHO guidelines.</p>

	requested and evidenced by the Supplier.”	
14	<p>4. To remove the following Clause 22 of Chapter 3: Conditions of Contract of the Tender Document:</p> <p>“The commercial offer shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the currency of the contract”</p>	<p>Indian Institute of Science Education and Research (IISER) Pune is a premier institute (An Autonomous Institution, Ministry of Education, Govt. of India) dedicated to research and teaching in the basic sciences established by the Government of India.</p> <p>The institute follows the Government of India guidelines in the procurement. Hence no deletion in the clause 22.</p>
15	<p>5. To amend the following Clause 23(a) of Chapter 3: Conditions of Contract of the Tender Document, to read as follows-</p> <p>“(a) In case of Dispute or difference arising between the IISER Pune 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 a mutually appointed party to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.”</p>	Tender terms and conditions prevail.
16	<p>6. To insert the following Clause 24 as part of Chapter 3: Conditions of Contract of the Tender Document, as follows:</p> <p>“24. Liability</p> <p>Supplier shall not be liable for any loss, claim, expense or damage caused by or arising out of the acts or omissions of Purchaser or third parties, whether negligent or otherwise. In no event shall Supplier’s liability whatsoever in contract, tort (including negligence), misrepresentation or howsoever arising from or in relation to this tender exceed the contract price of the product or service in dispute. The Supplier shall not be liable</p>	<p>The agency is liable for any loss, claim, expense, or damage till Mumbai Airport for CIP order.</p> <p>Mumbai Airport to IISER Pune buyer (IISER) will arrange for the insurance for safe and complete delivery of Goods.</p>

	for any kind of additional compensation apart from that expressly mentioned in the tender, or any indirect loss or consequential damages howsoever arising, including but not limited to loss of profit, loss of use, or damage to goodwill.”	
17	<p>7. To insert the following Clause 25 as part of Chapter 3: Conditions of Contract of the Tender Document, as follows:</p> <p>“IISER Pune understands that export and re-export of the Supplier’s products and any related software, technical data, service, or technical assistance (individually, an “Item” and, collectively, the “Items”) are subject to U.S., the EU and other foreign trade controls, customs and economic sanctions laws, regulations, rules and orders (collectively, “Export Control Laws”). In addition to any other remedy it may have, the Supplier may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any Item if (a) the Supplier has not received all export-related documentation requested by the Supplier, including end-user certificates, (b) the Supplier has not received the governmental approvals that the Supplier deems to be required, or (c) the Supplier believes that such activity may violate any Export Control Laws or the Supplier’s own compliance policies. IISER Pune shall only use the Items for non-military, peaceful purposes. IISER Pune shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Control Laws or any end-user certificate provided by the Supplier, including to an embargoed or otherwise sanctioned country, or to anyone listed on any prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). IISER Pune must notify the bidder before providing any technical data</p>	<p>Indian Institute of Science Education and Research (IISER) Pune is a premier institute (An Autonomous Institution, Ministry of Education, Govt. of India) dedicated to research and teaching in the basic sciences.</p> <p>Hence, IISER Pune will follow Govt. of India guidelines.</p>

	to the Supplier that is controlled under any Export Control Laws. The Supplier will not be liable to IISER Pune for any loss or expense in the event that IISER Pune fails to comply with any Export Control Laws or that the Supplier delays in delivery or fails to deliver the goods as a result of export control on any Item. IISER Pune shall indemnify the Supplier for all losses, costs, claims, damages and expenses (including attorney fees and expenses) arising from IISER Pune's violation or alleged violation of any Export Control Laws	
18	Operating System	The operating system: So far we are having good experience with Linux and therefore we are happy to continue with it. However, if bidder has any longer-term plans of completely shifting to the Windows platform, then in the interest of future upgrades and their compatibility, we are okay to have the Windows operating system.
19	Shim system	Shim system needs to be upgraded or not to support the current set of five probes we are already having. If the shim system upgrade is needed only to support new probes, please include its quote as an optional item.
20	Chapter 3, Point No.10 Warranty Period	Chapter 3, Point No.10 Comprehensive warranty for five years (that includes parts, labor, packing & shipping charges)