

NOTICE INVITING TENDER (E-Procurement mode)

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

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

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Website: www.iiserpune.ac.in

Tender No: IISER/PUR/00283/18

Date: 20/07/2018

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

Brief Details of Tender:

Item Description	Estimate Cost of Tender (Rs).	EMD (Rs).	Tender Fee (inclusive of all taxes) (Rs.)
High Resolution Respirometer Qty - one	20 lakh	40,000/-	1000/-

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserpune.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	20/07/2018	05:00 P.M
3	Bid Submission Start Date	20//07/2018	05:30 P.M
4	Bid Submission Close Date	08//08/2018	03:00 P.M
5	Closing date & time for Submission of original EMD & Tender Fee	08//08/2018	03:00 P.M
6	Opening of Bids	10/8/2018	03:00 P.M

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.iiserpune.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 BIDS

1. Indian Institute of Science Education and Research, Pune invites online bids (e-tender) in single bids systems for Procurement of High Resolution Respirometer. The Technical specifications are given in Chapter 4: Schedule of Specifications.
2. **Contact for information:**

Technical & Commercial contact:
Assistant Registrar (Stores & Purchase)
Indian Institute of Science Education and Research (IISER), Pune
Dr. Homi Bhabha Road, Pashan
Pune - 411 008, India
Tel : +91-020-2590 8246
Email: purchase@iiserpune.ac.in
Website : www.iiserpune.ac.in
3. Supply means: “Supply, Installation & Commissioning”.
4. **Submission of Bids:**

Bid Submission Start Date: 20/07/2018 .
Bid Submission Close Date: 08/08/2018 up to 15:00 Hrs.
Opening of Bids: 10/08/2018 at 15:00 Hrs.
5. No manual bids will be accepted. All quotation should be submitted in the E-procurement portal only
6. The Offer should comprise of the following:
 - a) The offer should be complete to indicate that all products and services asked for are quoted.
 - b) Compliance statement/questionnaire of tender terms and conditions as per Annexure-‘A’.**
 - c) Compliance statement of specifications as per **Annexure- ‘B’**.
 - d) Manufacturer authorization as per **Annexure -‘C’**.
 - e) Previous Supply Order List Format as per **Annexure -‘D’**.
 - f) Bidder Information Form as per **Annexure -‘E’**.
 - g) Blacklist Certificate as per **Annexure -‘F’**.

- h) Solvency certificates (not older than three months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
- i) Copy of GST , 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.
- j) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- k) 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 Pune.
- l) Details of supplies of similar equipments.
- m) Scanned copy of Tender Fee 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), Pune
Dr. Homi Bhabha Road, Pashan Pune- 411008.
Tel: +91-020-25898017
Website: www.iiserpune.ac.in
- p) The Bidders are requested to quote for Educational Institutional Price for Equipments, since we are eligible for the same

TENDER FEE & EARNEST MONEY DEPOSIT DETAILS

- a) **Tender Fee of Rs.1000/- (In One thousand only)** in the form of Demand Draft from Nationalized/scheduled bank in favor of The Director, IISER Pune. The firm registered with DGS&D/NSIC 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. 40,000/- (Fourty thousand 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, Pune valid for 180 days from the date of opening of the tender. The firm registered with DGS&D/NSIC 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 proforma invoice of their principals. In case the BIDDER is not represented by any Indian Agent the Bank Guarantee valuing **US \$580.00 (US Five hundred Eighty only)** should accompany the Technical Bid towards EMD.
- ii. In case of bids in Foreign Currency, the Indian Representative / dealers can submit the EMD in INR to IISER, Pune 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, PUNE 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.

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.

7. **Purchase Committee**

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

8. **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.
- (ii) The purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune.

9. **Comparison of Responsive bids:**

- (i) After opening the bids, the responsive offers will be tabulated with reference to the specification.
- (ii) 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.

10. No request for extension of due date will be considered under any circumstances.

11. No sub-contracting is allowed with regard to installation, warranty maintenance and after sales service.

12. 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

1. PREPARATION AND SUBMISSION OF OFFERS:

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

One Indian Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian Agent is representing another manufacturer for the same item.

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 PUNE 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 PUNE website.

f) Conditional tenders will be summarily rejected.

2. Delivery Period / Timeliness:

The deliveries & installation must be completed **within 90 days** after placement of purchase order. The time is the essence of the contract. It is mandatory for the BIDDERS who respond to this bid to meet these expectations, as are tightly linked to IISER, PUNE’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, Pune.

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:**

5.1. 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

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. 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.

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

6. **AWARD OF CONTRACT:**

Award Criteria

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

6.2 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.

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

7.1. The IISER Pune 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 Pune, the quantities in the contract may be enhanced by 25% within the delivery period.

7.2. 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.

8. 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.

9. Fraud and Corruption:

The IISER Pune 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 Pune 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, PUNE’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.

A. For Goods manufactured in India:

- (i) The price of goods quoted Ex-Works including taxes already paid.
- (ii) GST and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
 - (a) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
 - (b) The installation, commissioning and training charges including any incidental services, if any.

B. For Goods manufactured abroad:

- (i) The price of the goods, quoted on FCA (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission charges, if any.
- (iv) The installation, commissioning and training charges including any incidental services, if any.

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, 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. **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. **INSTALLATION:**

5.1 BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.

5.2. 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.

5.3. 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.

6. **INSPECTION:**

6.1 The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.

6.2 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. Or CIF basis till satisfactory installation of the system.

6.3 The supplier **should arrange for physical inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/instt. to ascertain the date of arrival of consignment.

7. **Warranty / Support:**

7.1. The items covered by the schedule of requirement shall carry minimum **Three years 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 24 hours. The comprehensive warranty includes onsite warranty with parts.

- 7.2. 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.
- 7.3. The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- 7.4. The equipment must be supported by a Service Centre in India manned by the principal vendor's technical support engineers. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.
- 7.5. 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.
- 7.6. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 7.7. 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.
- 7.8. 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.
- 7.9. **COMMENCEMENT OF WARRANTY PERIOD:**
The warranty period of an item shall commence after receipt of the items in good working condition and from the date of its satisfactory installation/commissioning/demonstration at the project site in IISER,, Pune. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

8. **Reasonability of Prices:**

8.1 Please quote best minimum prices applicable for a premiere Educational and Research Institution,

8.2 The party 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.

9. **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 equipment's supplied by him.

10. **Freight & Insurance:**

10.1. 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 (applicable only cases of FCA/FOB shipments).

10.2. 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.

11. **Payment:**

11.1. 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.

11.2. 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, 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 till warranty period from the date of installation. However Letter of Credit arrangement will be made for 100% order value.

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.

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

12.1. 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.

12.2. 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.

12.3. 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.

13. **Jurisdiction:**

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

14. **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 Pune 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 Pune in writing of such conditions and the cause thereof. Unless otherwise directed by the IISER Pune 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.

15. **Dispute Settlement:**

IISER Pune 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 Pune 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 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 the Director IISER Pune, 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 (S&P)

CHAPTER 4

SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS OF HIGH RESOLUTION RESPIROMETER

The specifications for the desired systems are as follows:

1. The instrument should be capable of performing high resolution respirometry and high resolution FluoRespirometry.
2. Oxygen detection limit is 1 pmol/s/ml
3. Oxygen backdiffusion is Zero at less than 4 pmol/s/ml
4. Oxygen consumption at air saturation is standard barometric pressure (100kPa) less than 2.7 +/- SD in 100 runs at 37 deg C
5. Signal noise at zero concentration is <0.05 microM O₂
6. Chambers containing polarographic oxygen sensors
7. Chambers containing electromagnetic stirrers with variable speed
8. Glass chambers with 1.5-3.5 ml volume
9. Built in temperature control from 4-47 deg C at room temperature
10. Temperature stability +/- 0.002 deg C over 90 min
11. Temperature range is 20-30 deg C in 15 min
12. Data output should give two oxygen signals
13. Data output should give thermostat temperature signal at a resolution of 0.001 deg C
14. Display should have a simultaneous display of oxygen concentration and oxygen flux, Barometric pressure for oxygen, temperature stability control.
15. Oxygen signal:
 - * • Noise at zero O₂: <±0.02 μM (SD, 100 data points recorded at 0.2 s intervals at 37 °C) without smoothing (±0.005 μM typical)
 - * • Noise at zero O₂: <±0.002 kPa (SD, 100 data points recorded at 0.2 s intervals) without smoothing (±0.0005 kPa typical).
 - * • Noise at air saturation: <±0.1 μM O₂ (SD, 100 data points recorded 0.2 s intervals at 37 °C) without smoothing, at 180 μM O₂ (±0.05 μM typical).
 - * • Noise at air saturation: <±0.01 kPa (SD, 100 data points recorded 0.2 s intervals) without smoothing, at partial oxygen pressure of 20 kPa (±0.005 kPa typical).
 - * • O₂ range of linearity: 0 to 1000 μM.
 - * • Time constant: <4 s at 37 °C (<3 s typical).
16. Oxygen flux J_{O₂,V} [pmol.s⁻¹.ml⁻¹]:
 - * • Limit of detection: 0.5 at steady-state over 5 min.
 - * • Sensitivity (normoxic): <1 at steady-state over 5 min at 20-40 °C.

- * • Sensitivity (hyperoxic): <3 at steady-state over 5 min at 20-40 °C.
- * • Noise: <0.2 after standard smoothing (120 s).
- * • O₂ range: flux measured up to 500 μM O₂ (permeabilized fibres), and <0.1 μM based on DatLab analysis of oxygen kinetics (mitochondria and cells).

17. Instrumental background for linear correction over the entire oxygen range:

- * • O₂ backdiffusion [pmol.s⁻¹.ml⁻¹] at 0 μM: <3 at 20-40 °C (2.5 typical).
- * • O₂ backdiffusion [pmol.s⁻¹.ml⁻¹] at 0 kPa: <3 at 20-40 °C (2.5 typical).
- * • O₂ consumption [pmol.s⁻¹.ml⁻¹] at 200 μM: <4 at 37 °C (3 typical); <3 at 25 °C (2 typical).
- * • O₂ consumption [pmol.s⁻¹.ml⁻¹] at 20 kPa: <4 at 37 °C (3 typical); <3 at 25 °C (2 typical)

Please provide sufficient technical details with your quotation (in the form of brochures, spec sheets or tech notes) such that every point should be independently verifiable. Marking the details on the accompanying material will be greatly appreciated.

CHAPTER-5 PRICE SCHEDULE

ALL THE BIDDERS SHOULD QUOTE THEIR OFFER IN FOLLOWING FORMAT FOR UNIFORMITY

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder _____ Tender No. _____

1	2	3	4	5	6		7		8		9
Sl No	Item Description	Country of origin	Qty	Unit	Unit Price		Total price (4x6)		Charges for Insurance & transportation to port/ place of destination		Total Price (7+8)
					Ex-Works (named port of shipment)	FCA/FOB (named place of delivery)	Ex-Works (named port of shipment)	FCA/FOB (named place of delivery)	Ocean	Air	CIF/CIP
1	High Resolution Spirometer		1	No							

Total Bid price _____
 _____ in words.

Signature of Bidder :Name :Business Address :

Note:

The Bidder may add rows as per requirement to include the prices of all Components/Parts, Warranties, Installation etc. whichever applicable.

- (a) Indian agents name & address _____
- (b) Installation, commissioning & training charges, if any _____
- (c) Cost of Spares _____
- (d) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents.
- (e) The cost of optional items shall be indicated separately.

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description	Country of Origin	Qty	Unit	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid)	Total price Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid) 4x6	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Institute	Installation, Commissioning & training charges, If any.	Gross Total(FO R)
1	High Resolution Spirometer		1	No							

Total Bid price in _____ words.

Signature of Bidder : Name :

Note:

The cost of optional items shall be indicated separately.

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

(a) Cost of spares _____

(b) Warranty if being charged include in BoQ

FORMAT/QUESTIONNAIRE 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		

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	Have you gone through the specification Clause & complied with the same		

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	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		
10	Whether compliance statement of specifications has been attached with the quotation.		
11	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		
12	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this.		
13	a) Do you agree with the payment terms for indigenous supplies?		No deviation permitted

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) Do you agree with the payment terms for imports supplies?		
14	Do you agree about the date of commencement of warranty period & its extension is necessary.		
15	a) Who will install/commission and demonstrate the equipment at IISER Pune,		
	b) Will you be able to do it within a month		
16	Have you mentioned the guarantee/warranty period in your quotation and do you agree with guarantee clause?		
17	Spare parts		
18	After Sales service		
19	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		
	b) Do you agree with the clause of physical inspection?		

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	Whether list of specific user's for the same item & model as quoted along-with performance certificates from the users is submitted with offer		
21	Whether you agree to the penalty clause for late delivery & installation?		
22	Whether training to our scientist/technical person will be given free of cost.		
23	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

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 are 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 complete 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: _____x

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.:

Checklist for BIDDERS

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

Sl. No.	Content	File Types	Document Attached
1	Scan copies of both Tender Fee of Rs.1000/-	.PDF	(Yes /No)
2.	EMD of Rs 40,000/-	.PDF	(Yes /No)
3	Format/Questionnaire for compliance as per Annexure-‘A’	.PDF	(Yes /No)
4	Format of compliance statement of specification as per Annexure-‘B’	.PDF	(Yes /No)
5	Manufacturer’s Authorization Form as per Annexure-‘C’	.PDF	(Yes /No)
6	Previous Supply Order Format as per Annexure-‘D’	.PDF	(Yes /No)
7	Bidder Information form as per Annexure-‘E’	.PDF	(Yes /No)
8	Blacklist certificate as per Annexure-‘F’	.PDF	(Yes /No)
9	Solvency certificate for Rs 8,00,000/- (not older than three months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	(Yes /No)
10	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	.PDF	(Yes /No)
11	Self-Attested copy of GST Number (as applicable)	.PDF	(Yes /No)
12	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(Yes /No)
13	Price bid should be submitted in PDF Format	.PDF	(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 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