



## **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.**

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

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 system. The Technical Specifications are given in **Chapter 4: Schedule of Requirements/Specifications and Allied Technical details** are appended herewith.

- **Item** : **Supply, installation, testing and Commissioning of 4 x 10 TR Precision PAC unit at Cluster Computer room**
- **Tender Enquiry No** : **IISER-PUR-0089 -14**
- **Time and Date of Submission:** **Before 3.00 PM on 30.5.2014**
- **Time and Date of opening Technical Bid:** **At 03.30 PM on 30.5.2014**

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

**Minimum Eligibility Criteria:**

Only those bidders fulfilling the following criteria should respond to the tender.

a) Should have satisfactorily completed 3 similar works each costing Rs. 14 lakh or completed two similar works each costing Rs 17.50 lakh or completed one similar work costing Rs 28 lakh, during the last seven years ending 30/4/2014.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of applications for tender.

Similar work means: Supply, installation and commissioning of PAC units more than 10 Tr capacity.

This should be certified by an officer not below the rank of Executive Engineer in Govt. Departments and Superintending Engineer/ Chief Project manager or Equivalent in other organizations.

- b) Should have had average financial turnover of at least Rs 35 lakh on similar works during the immediate last three consecutive financial years ending 31<sup>st</sup> March 2014
- c) Should not have incurred any loss in more than two year during the last five year ending 31<sup>st</sup> March 2014.
- d) Bidder should submit the technical specifications of the PAC being offered & quoted for, along with technical bid document.

Proposals of bidders who do not fulfill the above criteria, who fail to submit documentary proof and not meeting the technical specifications or technical specifications offered on lower side than the tender technical specifications, shall not be considered for opening of the commercial bids.

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

1. Indian Institute of Science Education and Research (IISER), Pune invites sealed tenders for **Supply, installation, testing and commissioning of 4 x 10 TR Precision PAC unit at Cluster Computer room at New Laboratory block, IISER Pune.** The Technical Specifications are given in **Chapter 4: Schedule of requirements/Specifications.**

2. The BIDDERS are requested to give detailed tender in their own forms in two Bids i.e

**Part - I: Technical Bid.**

**Part - II: Commercial Bid.**

3. **Contact for information:**

Technical & Commercial contact: Assistant Registrar (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 8017  
Fax: +91-020-25908186  
Website: [www.iiserpune.ac.in](http://www.iiserpune.ac.in)

4. **The tender document can be downloaded from the IISER website [www.iiserpune.ac.in](http://www.iiserpune.ac.in)**

5. Supply means: “Supply, Installation and Commissioning of the whole system . If any charges extra are payable for Installation and Commissioning, the same should be specified in the commercial offer.

6. **Submission of Bids:**

**(i) Place: Purchase Section of IISER, Pune - 411 008, India.**

**(ii) Time and Date of Submission: Before 3.00 PM on 30.5.2014**

**(iv) Time and Date of opening Technical Bid: At 03.30 PM on 30.5.2014**

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.

7. **Two Bid System:**

The two bid system should be followed for this tender. In this system the BIDDER must submit his offer in **two separate sealed envelopes**. Both the technical bid and commercial bid envelopes should be securely sealed and stamped separately and clearly marked as “**Envelope No.1 – Technical Bid**” and “**Envelope No.2 – Commercial Bid**” respectively. Both the sealed envelopes should be placed in a third larger envelope. The main envelope which will contain both the bids should be super scribed with our **tender enquiry IISER-PUR-0089-14 due on 30.5.2014** and to be submitted to the address given below so as to reach on or before **03.00 PM on 30.5.2014**

**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
- **Envelope No. 1 : Shall contain “Technical Bid” and Earnest Money Deposit (EMD)**

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

The Technical 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 Technical Offer should comprise of the following:

- (i) Tenders, which are submitted without following the two bid offer system, will summarily be rejected.
- (ii) The technical bid should contain commercial terms with reference to the tender.
- (iii) The technical 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.

- (iv) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IISER, Pune. The opinion of Technical Committee shall be the guiding factor for technical short listing.
- (v) **Demand Draft/Bank Guarantee for Rs 68,000 (Rs Sixty Eight Thousand only)/ towards Earnest Money Deposit. B.G. will be obtained from Nationalised / Schedule Bank only.**
- (vi) 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.
- (vii) Duly filled in technical bid with proper seal and signature of authorized person 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 and EMD.
- (ix) Agreements / Purchase Orders / Completion certificates if any, for similar system to other Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
- (xi) Solvency certificates (not older than twelve months) issued by Scheduled/ Nationalized bank with which BIDDER holds the current account.
- (xii) 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.
- (xiii) A copy of the Un-priced Commercial Bid. (Please see Chapter-5 – Price Schedule).
- (xiv) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (xv) List of deliverables / Bill of materials and services.
- (xvi) Compliance sheet with any deviation with reference to the terms and specifications.
- (xvii) 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.

- (xix) 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.
- (xx) Duly filled in checklist as per Chapter 7 should be submitted along with the Technical Bid.

**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.**

➤ **Envelope 2 : “Commercial Bid” shall contain:**

- (i) Price schedule complete in all respects with proper seal and signature of authorized person. It should also contain the Comprehensive AMC charges for post warranty period as per the terms of the tender. The optional and any other essential items / accessories required for the maintenance of the equipment for the next 7 years should also be specified in the offer separately. Discount offered should be mentioned clearly in the commercial bid only.
- (ii) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.

**8. Date of opening the Technical Bids.**

**Technical Bids will be opened on – 30.5.2014 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 Technical bids will be opened in the presence of the BIDDERS on the specified time and date. BIDDERS who have responded to the tender only will be allowed to be present.

The technical bids will be evaluated to shortlist the eligible BIDDERS. The commercial bids of only the short listed BIDDERS shall be considered for further processing.

BIDDERS whose technical offer is found acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

**Note: (i) Please do not insert ‘Commercial Bid’ (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.**

**(ii) No camera mobiles / mobiles are allowed during tender opening.**

#### **9. Formation of Technical Evaluation Committee**

The Technical Evaluation Committee(s) will be constituted by Director, IISER, Pune. He may nominate some external expert members, in the interest of IISER, Pune.

#### **10. Terms of the Technical Committee**

(i) A committee duly constituted by the Director, IISER, Pune will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.

(ii) The technical evaluation will be an assessment of the Technical Bid. IISER, Pune representatives will proceed through a detailed evaluation of the Technical Bids as defined in **Chapter IV (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IISER, Pune will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.

(iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune and this criteria/recommendation will also form as a part of short-listing of the firms.

(iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IISER, Pune or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.

#### **11. Evaluation Criteria**

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



- (ii) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.
- (iii) After the technical evaluation is completed and approved, IISER, Pune shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection.

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

- (iv) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening
- (v) The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users views with reference to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
- (vi) In the event of seeking any clarification from various BIDDERS by IISER, Pune, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

## 12. Opening of Commercial Bids

- (i) IISER will open commercial bids of only the short listed BIDDERS, in the presence of the BIDDERS or their authorized representatives who choose to attend the commercial bid opening. The Date and Time of opening the Commercial Bid will be intimated only to pre-qualified and technically acceptable BIDDERS for the item at a later date. The representatives of short listed firms only will be allowed for commercial bid opening.
- (ii) The BIDDER's representative who is present shall sign an attendance register as a proof of having attended commercial bid opening.
- (iii) The BIDDER's name, bid prices, discounts, EMD and such other details considered as appropriate by IISER, will be announced at the time of opening.

**ONLY TECHNICALLY accepted competitive bids will be considered for placing Purchase Order.**

- (i) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.

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.

13. No request for extension of due date will be considered under any circumstances.
14. 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 2 weeks** 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 AC units 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.
- 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 Institutes 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, to be mentioned.
- 1.10 Firms which have already supplied similar system 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 Supplier 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. **Earnest Money Deposit (EMD)**

- 3.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs 68000/- (Rs Sixty Eight Thousand only)** in the form of a Demand Draft drawn on any Scheduled/Nationalized Bank in favour of the Director, Indian Institute of Science Education and Research, Pune.
- 3.2 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee. No interest is payable on EMD.
- 3.3 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.

- 3.4 **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.**
- 3.5 **Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee (from a scheduled Bank only), we prefer to have Bank Guarantee for easy return to the BIDDERS once a decision is taken by IISER, PUNE.**
- 3.8 The EMD shall be forfeited:
  - 3.8.1 If the BIDDER withdraws the bid during the period of bid validity specified in the tender.
  - 3.8.2 In case a successful BIDDER fails to furnish the Security Deposit.
4. **Security Deposit**
  - 4.1 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.
  - 4.2 The Security Deposit should be valid for a period of warranty period as we plan to extend the same as Performance Bank Guarantee.
  - 4.3 **Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from any Scheduled Bank" only.**
5. **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.
6. **Period of validity of bids**

- 6.1. Bids shall be valid for a period of **90 days** from the date of opening the Technical bid.
- 6.2. 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.
- 6.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

## **SUBMISSION OF BIDS**

### **7. Deadline for submission of Bids**

- 7.1 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, In the event of holiday on due date
- 7.2 IISER, PUNE may, extend this deadline for submission of bids, this will suitably be notified on the IISER, PUNE website.

### **8. Late Bids**

IISER, PUNE will not be responsible:

- 8.1 For delayed / late quotations submitted / sent by post / courier etc.
- 8.2 For submission / delivery of quotations at wrong places other than the Purchase section of IISER, Pune.
- 8.3 Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- 8.4 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**

9. **Award Criteria**

- 9.1 IISER, PUNE shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- 9.2 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.

10. **Purchaser's Right to vary Quantities at the time of Award**

- 10.1. 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.
- 10.2. 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.

11. **Corrupt or Fraudulent Practices**

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

- 11.1. 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.
- 11.2. 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. The quotation should be only in Indian Rupees for indigenous items.
- 1.3. Packing, forwarding, freight, insurance and commissioning charges, if any extra may be quoted separately in Commercial Bid.
- 1.4. 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.
- 1.5. 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, 2002notification 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 / FCA basis freight, insurance and custom duty as applicable to Education and Research Institutions will be paid by IISER, PUNE.
- 1.6. The actual Sales Tax Percentage (without Form "C") if any, should be specified.
- 1.7. Please provide TIN no. of the firm along with the CST/WCT No. allotted by the concerned authorities in your quotation.

#### **2. Delivery Schedule**

- 2.1. The BIDDERS may please note that the delivery of the system should be strictly within 2 weeks from the date of placement of firm order.
- 2.2. Goods should not be dispatched until the Vendor receives a firm order.



### 3. **Security Deposit**

The BUYER will forfeit the 10% security deposit if BIDDER 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 Microscope.

### 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.

### 9. **Installation**

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

9.2. After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested by you to adhere to minimum down time.

### 10. **Warranty / Support**

10.1. The items covered by the schedule of requirement shall carry minimum **one year 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 24 hours. The comprehensive warranty includes onsite warranty with parts.

10.2. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, octroi, local body taxes if any should be borne by the beneficiary . A clear confirmation should be given for this item.

10.3. The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

10.4. The BIDDER shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a

period of 7 years from the date of supply of equipment on payment on approved price list basis.

- 10.5. The system 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.
- 10.6. An undertaking from the manufacturer is required in this regard stating that they would facilitate the BIDDER on regular basis with technology / product updates & extend support for the warranty as well.
- 10.7. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 10.8. The principal vendor must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.
- 10.9. Details of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer.

## 11. **Annual Maintenance Contract**

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

## 12. **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.

## 13. **Freight & Insurance**

- 13.1. 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.

#### 14. **Payment**

14.1. 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.

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

15.1. 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.

15.2. 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.

15.3. 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.

#### 16. **Jurisdiction**

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

#### 17. **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.

18. **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 (S&P)  
15<sup>th</sup> May 2014

**CHAPTER 4**

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

**Supply, installation, testing and commissioning of 4 x 10 TR Precision PAC unit at Cluster Computer room at New Laboratory block, IISER Pune**

Sr.No.	Item Description	Qty	Unit
1	<p>Supply of Precision Package Air conditioning system as per specifications given below</p> <p>Floor Mounted, Bottom discharge Air Cooled DX type Precision Air conditioners of 34 KW ( 10 TR ) actual cooling capacity unit which work on individual circuit. Gross Total cooling Capacity at return air temperature of 24 deg C DB ( +/- 1 °C variation in set value ) &amp; 45 % RH ( +/- 5 % variation in set value ) and Outdoor Ambient Condition @ 42 Deg C with R-410a Refrigerant Gas , Size : W x D x H 1200 mm x 1000 mm x 2000 mm. Supply air temperature Below 20 deg C . Set value for return air temperature between 18 °C to 27°C.</p> <p><b>The Indoor unit shall comprise of Scroll Compressor, DX type with totally Double skin sandwiched panels on all four side with 20 mm 32 Kg/ cum Glass wool internal insulation, Indoor and outdoor unit body material : GI powder coated with minimum 18 SWG , Evaporator Fan complete with Backward curved type with EC motor,</b> 34kW Actual Capacity@ 5000 CFM at 20 Pa External static pressure, Evaporator DX Cooling Coil with hydrophilic coating, Microprocessor controllers, Electronic Expansion valves, Driers, G4 Filter, Suction and Discharge piping, Internal power and Control wiring, Crankcase heaters, Humidifiers, Heaters, HP/LP Cut-outs, Power and Control contactors, filters, Liquid receiver, water leak detector for unit and Other Electrical accessories.</p> <p>The Air-cooled Outdoor Condenser unit shall comprise of Condenser fans &amp; motor, Condenser cooling coil (Copper coil with aluminium fins), Isolator switch. The Air cooled condenser shall be with fan speed regulator.</p> <p>The unit shall be suitable for operation on 375 to 455 Volts, 50 Hz, 3 Phase, 4 Wire AC supply. Each unit should be having individual display panel, which shall display date, time, actual &amp; set values, operating conditions, signal faults, collective faults, limiting values and PAC wellness alarm / service alarm to reduce the down time and unit memory shall hold minimum 200 most recent events with ID number, time and date stamp</p>		

	for each event.		
	Precision Package Air conditioning unit controller for synchronising the multiple numbers of identical units towards as single system with required communication & power cables and can be used for timely rotation as required. During breakdown of any of unit, remaining units should work normal with out disturbing output condition.	4	nos
2	Installation, testing and commissioning of above Precision Package Air conditioning system with required nitrogen testing, vacuuming and accessories , excluding R410a refrigerant gas charging ,as complete and as per directions given by Engineer in charge.	4	Job
3	Supply and charging of R410a refrigerant gas in above system as complete and as per directions given by Engineer in charge.	50	KG
4	Supply and installation of MS stand for 10 TR Precision Package Air conditioning unit indoor as per site requirement and as instructed by Engineer in charge .	4	nos
5	Supply and installation of MS stand for 10 TR Package Air conditioning unit outdoor as per site requirement and as instructed by Engineer in charge .	4	nos
6	Supply, installation, testing and commissioning for required copper piping of required dia as per design for Package Air conditioning unit for gas and liquid ( Suction & discharge) including necessary pipe joints & branching for the above ODU & IDU with 19 mm thick Nitrile rubber insulation along with structural supports for laying the piping & required accessories. Refrigerant piping should be laid on ladder type cable tray of approved make complete as per direction of Engineer in charge. Length of copper pipe line laid at site as per final approved layout shall be measured for payment. Rate shall be inclusive of the cost of all the materials, joints, M.S trays, structural supports, labour, all taxes and levies complete as per direction of Engineer in charge.	60	meters
7	Supply, installation, testing and commissioning of Extended pipe kit as per site requirement and complete as per direction of Engineer in charge.	4	nos
8	Supply, installation, testing and commissioning of PVC Drain piping of 40 mm inner dia with 6 mm thick nitrile rubber insulation along with support, joints & required accessories. The rate shall be inclusive of cost of all the materials, labour for installation, all taxes & levies, octroi etc. and nothing extra shall be payable.	20	meters

9	Supply, installation, testing and commissioning of copper cable ( 2.5 sqmm x 3 core PVC insulated ) between Indoor unit and outdoor units with PVC conduit as complete.	80	meters
10	Supply, installation, testing and commissioning CPVC water piping of 25 mm inner dia along with support, joints & required accessories for humidifier. The rate shall be inclusive of cost of all the materials, labour for installation, all taxes & levies, octroi etc. and nothing extra shall be payable.	50	meters
11	Supply, installation, testing and commissioning of Air Floor grill ( 600 mm x 600 mm ) with volume control damper as per site requirement and as instructed by Engineer in charge.	12	nos
12	Supply and laying of 4 core x 10 sqmm size copper armoured, PVC insulated 1.1 KV grade cable on surface / existing tray as required.	60	meters
13	Supply and laying of 1 core x 10 sqmm size copper flexible, green coloured PVC insulated 1.1 KV grade cable in existing PVC conduit as required.	60	meters
14	Dismantling, transportation and storage at IISER Pune premises of existing 11 TR Package air conditioning system , as complete and as per directions given by Engineer in charge.	1	Job

## CHAPTER-5 : PRICE SCHEDULE

### Bill of Material and Price Schedule

The Bill of materials must be included in the technical offer as well as commercial offer. **However the Technical offer should not contain any price information.**

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

Sr.No.	Item Description	Qty	Unit	Rate	Amount
1	<p>Supply of Precision Package Air conditioning system as per specifications given below</p> <p>Floor Mounted, Bottom discharge Air Cooled DX type Precision Air conditioners of 34 KW ( 10 TR ) actual cooling capacity unit which work on individual circuit. Gross Total cooling Capacity at return air temperature of 24 deg C DB ( +/- 1 °C variation in set value ) &amp; 45 % RH ( +/- 5 % variation in set value ) and Outdoor Ambient Condition @ 42 Deg C with R-410a Refrigerant Gas , Size : W x D x H 1200 mm x 1000 mm x 2000 mm. Supply air temperature Below 20 deg C . Set value for return air temperature between 18 °C to 27°C.</p> <p><b>The Indoor unit shall comprise of Scroll Compressor, DX type with totally Double skin sandwiched panels on all four side with 20 mm 32 Kg/ cum Glass wool internal insulation, Indoor and outdoor unit body material : GI powder coated with minimum 18 SWG , Evaporator Fan complete with Backward curved type with EC motor, 34kW Actual Capacity@ 5000 CFM at 20 Pa External static pressure, Evaporator DX Cooling Coil with hydrophilic coating, Microprocessor controllers, Electronic Expansion valves, Driers, G4 Filter, Suction and Discharge piping, Internal power and Control wiring, Crankcase heaters, Humidifiers, Heaters, HP/LP Cut-outs, Power and Control contactors, filters, Liquid receiver, water leak detector for unit and Other Electrical accessories.</b></p> <p>The Air-cooled Outdoor Condenser unit shall comprise of Condenser fans &amp; motor, Condenser cooling coil (Copper coil with aluminium fins), Isolator switch. The Air cooled condenser shall be with fan speed regulator.</p> <p>The unit shall be suitable for operation on 375 to 455 Volts, 50 Hz, 3 Phase, 4 Wire AC supply. Each unit should be having individual display panel, which shall display date, time, actual &amp; set values, operating conditions, signal faults, collective faults, limiting values and PAC wellness alarm / service alarm to reduce the down time and unit memory shall hold minimum 200 most recent events with ID number, time and date stamp for each event.</p> <p>Precision Package Air conditioning unit controller for synchronising the multiple numbers of identical units towards as single system with required communication &amp; power cables and can be used for timely rotation as required. During breakdown of any of unit, remaining units should work normal with out disturbing output condition.</p>	4	nos		



2	Installation, testing and commissioning of above Precision Package Air conditioning system with required nitrogen testing, vacuuming and accessories , excluding R410a refrigerant gas charging ,as complete and as per directions given by Engineer in charge.	4	Job		
3	Supply and charging of R410a refrigerant gas in above system as complete and as per directions given by Engineer in charge.	50	KG		
4	Supply and installation of MS stand for 10 TR Precision Package Air conditioning unit indoor as per site requirement and as instructed by Engineer in charge .	4	nos		
5	Supply and installation of MS stand for 10 TR Package Air conditioning unit outdoor as per site requirement and as instructed by Engineer in charge .	4	nos		
6	Supply, installation, testing and commissioning for required copper piping of required dia as per design for Package Air conditioning unit for gas and liquid ( Suction & discharge) including necessary pipe joints & branching for the above ODU & IDU with 19 mm thick Nitrile rubber insulation along with structural supports for laying the piping & required accessories. Refrigerant piping should be laid on ladder type cable tray of approved make complete as per direction of Engineer in charge. Length of copper pipe line laid at site as per final approved layout shall be measured for payment. Rate shall be inclusive of the cost of all the materials, joints, M.S trays, structural supports, labour, all taxes and levies complete as per direction of Engineer in charge.	60	meters		
7	Supply, installation, testing and commissioning of Extended pipe kit as per site requirement and complete as per direction of Engineer in charge.	4	nos		
8	Supply, installation, testing and commissioning of PVC Drain piping of 40 mm inner dia with 6 mm thick nitrile rubber insulation along with support, joints & required accessories. The rate shall be inclusive of cost of all the materials, labour for installation, all taxes & levies, octroi etc. and nothing extra shall be payable.	20	meters		
9	Supply, installation, testing and commissioning of copper cable ( 2.5 sqmm x 3 core PVC insulated ) between Indoor unit and outdoor units with PVC conduit as complete.	80	meters		
10	Supply, installation, testing and commissioning CPVC water piping of 25 mm inner dia along with support, joints & required accessories for humidifier. The rate shall be inclusive of cost of all the materials, labour for installation, all taxes & levies, octroi etc. and nothing extra shall be payable.	50	meters		
11	Supply, installation, testing and commissioning of Air Floor grill ( 600 mm x 600 mm ) with volume control damper as per site requirement and as instructed by Engineer in charge.	12	nos		

12	Supply and laying of 4 core x 10 sqmm size copper armoured, PVC insulated 1.1 KV grade cable on surface / existing tray as required.	60	meters		
13	Supply and laying of 1 core x 10 sqmm size copper flexible, green coloured PVC insulated 1.1 KV grade cable in existing PVC conduit as required.	60	meters		
14	Dismantling, transportation and storage at IISER Pune premises of existing 11 TR Package air conditioning system , as complete and as per directions given by Engineer in charge.	1	Job		

## CHAPTER – 6 : BID SECURITY FORM

Whereas \_\_\_\_\_<sup>1</sup>(hereinafter called “ the BIDDER”) has submitted its bid dated \_\_\_\_\_(date of submission of bid) for the supply of \_\_\_\_\_(name and/or description of the goods)(hereinafter called “the Bid”).  
KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_(name of bank) of \_\_\_\_\_(name of the country), having our registered office at \_\_\_\_\_(address of bank)(hereinafter called “the Bank”), are bound unto \_\_\_\_\_(name of Purchaser) (hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_. THE CONDITIONS of this obligation are:

1. If the BIDDER withdraws it’s bid during the period of bid validity specified by the BIDDER on the Bid Form; or
2. If the BIDDER, having been notified of the acceptance of it’s bid by the Purchaser during the period of bid validity:
  - a) fails or refuses to execute the Contract Form if required ; or
  - b) fails or refuses to furnish the performance security, in accordance with the Instruction to BIDDERS.

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

This guarantee shall remain in force up to one year after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the Bank)

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<sup>1</sup> Name of BIDDER

## CHAPTER – 7

### Checklist: Eligibility Criteria for BIDDERS

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

<b>S.No</b>	<b>Particulars</b>	<b>Documents Attached</b>	<b>Page No</b>
1	Two separate bids duly filled in and signed in sealed envelopes (i) Technical (ii) Commercial	( Yes / No )	
2	The Demand Draft/BG for Rs.68,000/- towards Earnest Money Deposit	( Yes / No )	
3	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee.	( Yes / No )	
4	Authorization letter from Manufacturer /Principals enclosed	( Yes / No )	
5	Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) as applicable	( Yes / No )	
6	Agreements / Purchase orders / Completion certificates, if any, from the clients for whom similar supply has been made by the BIDDER in last three years	( Yes / No )	
7	Solvency certificate for Rs 14 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	( Yes / No )	
8	Copy of PAN No. allotted by the concerned authorities	( Yes / No )	
9	A copy of the Un-priced Commercial bid	( Yes / No )	
10	Copy of ISO 9002 or equivalent Certificate	( Yes / No )	
11	Compliance sheet with any deviation w.r.t. the terms	( Yes / No )	
12	LD clause agreeable.	( Yes / No )	
13	Supply of spares for 7 years	( 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