



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

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

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OPEN TENDER NOTICE NO: 07/2015

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

- **Items** : **MIXED GAS BREAKTHROUGH ANALYZER**
- **Tender Enquiry No** : **IISER-PUR- 0737-15**
- **Pre-bid Conference Time& Date** : **2.30 PM to 3.30 PM on 16.11.2015**
- **Time and Date of Submission:** **Before 3.00 PM on 2.12.2015**
- **Time and Date of opening Technical Bid:** **At 03.30 PM on 2.12.2015**

Prospective BIDDERS may submit their offers to The Director, Indian Institute of Science Education and Research, Dr. Homi Bhabha Road, Pashan, Pune – 411 008, India

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CHAPTER-1. INVITATION FOR BIDS

1. Indian Institute of Science Education and Research (IISER), Pune invites sealed tenders for Mixed Gas Breakthrough Analyzer . The Technical Specifications are given in Chapter 4: Schedule of requirements/Specifications and allied Technical details .

2. The BIDDERS are requested to give detailed tender in their 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
Dr. Homi Bhabha Road,
Pashan
Pune – 411 008, India
Tel: +91-020-25908017
Fax: +91-020-25908186
Website: www.iiserpune.ac.in

4. **A Pre-bid conference will be held at IISER Pune, Purchase Section, Dr. Homi Bhabha Road, Pashan , Pune – 411008 on 16.11.2015 from 2.30 PM to 3.30 PM (IST). All prospective bidders are requested to kindly submit their queries to the address indicated above or email at purchase@iiserpune.ac.in so as to reach latest by 14.11.2015. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.**

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

6. **Submission of Bids:**

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

(ii) Pre-bid Conference – 2.30 PM to 3.30 PM on 16.11.2015

(iii) Time and Date of Submission: Before 3.00 PM on 2.12.2015

(iv) Time and Date of opening Technical Bid: At 03.30 PM on 2.12.2015

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

8. 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-0737-15 due on 2.12.2015** and to be submitted to the address given below so as to reach on or before **03.00 PM on 2.12.2015**

**The Director,
Indian Institute of Science Education and Research (IISER)
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) 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.
- (vii) 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.
- (viii) 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) If the bid is for branded makes, authorization letter from principals clearly indicating that the vendor is the competent authority to sell and provide services towards the items mentioned in the scope of supply given in this tender document.
- (x) **User List :**
 - a) The list of users specifically for the same model/make of the quoted item (not the list of general users) along with the complete name, address & contact numbers of the user organizations/persons may be submitted with the quotation along with the performance certificates from all/some of them.
 - b) If you have supplied identical or similar equipment to other IISERs/IITs /CSIR Labs/Institutes., the details of such supplies for the preceding three years shall be given together with the prices finally paid. 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.
- (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) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (xiv) List of deliverables / Bill of materials and services.

- (xv) In case of Foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.
- (xvii) 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.

9. Specifications

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

10. Compliance Statements:

- a) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE-'B'. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.
- b) Similarly, the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure -'A', along with quotation (with techno- commercial bid in case of two bid tender system).
- c) The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

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 seven 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.
- (iii) The BIDDERS are requested to quote for Educational Institutional Price for Equipment and software, since we are eligible for the same.

11. Date of opening the Technical Bids.

Technical Bids will be opened on – 2.12.2015 at 03.30 PM at:

**Indian Institute of Science Education and Research (IISER)
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/Agents 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.

(iii) 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.

- (iv) No request for extension of due date will be considered under any circumstances.
- (v) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals'/their authorized agents

12. 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.

13. Terms of the Technical Committee

- (i) On the due date the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Director, IISER, Pune. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.
- (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.

- (vi) 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.
- (vii) 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.

- (viii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening
- (ix) 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.
- (x) 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.

14. 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.

14. EVALUATION OF BIDS:

- a) IISER Pune shall correct arithmetical errors on the following basis:
 - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
 - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
 - b) Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.
 - c) **The bids shall be evaluated on the basis of final landing cost as per format given in Price Schedule in case of import / indigenous items.**
 - d) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under :
 - Towards customs duty and other statutory levies-as per applicable rates.
 - Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.
 - e) Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.
 - f) The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**
 - g) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.
16. 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-‘D’**.

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

b) In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

c) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.

d) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.

e) Before the deadline for submission of the bid, IISER 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 IISER PUNE website.

d) Conditional tenders will be summarily rejected.

e) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.

f) No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

In case of above, first envelope marked “WITHDRAWAL” shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.

The offers must contain the following documents :-

(A) Techno-commercial offers must contain:

- (i) Manufacturer authorization as per **Annexure –‘D’**.
- (ii) Certificate by bidder not doing business in India.

- (iii) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- (iv) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**
- (v) Compliance statement of specifications as per **Annexure- ‘B’**
- (vi) Bid Security/EMD as per **Annexure- ‘C’**
- (vii) In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC .
- (viii) Copies of previous supply orders as per **Annexure –‘E’**.
- (ix) Details of supplies of similar equipments.

2. Delivery Period / Timeliness

- 2.1 The deliveries & installation must be completed **within 6 months** after placement of purchase order. The time is the essence of the contract. It is mandatory for the BIDDERS who respond to this bid to meet these expectations, as are tightly linked to IISER, PUNE’s plans of completing the project within the time frame.

3. Earnest Money Deposit (EMD)

- 3.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of Rs 2,80,000.00 (**Rs Two Lakh Eighty Thousand only**) EMD 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.
- 3.2 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 \$ 4500.00 (US Dollars Four thousand five hundred only)** should accompany the Technical Bid towards EMD.
- 3.3 In case of bids in Foreign Currency, the Indian Representative / dealers can submit the EMD in INR to IISER, Pune without any relaxation.

- 3.4 The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DD's are not accepted towards EMD.
 - 3.5 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque . No interest is payable on EMD.
 - 3.6 The EMD will be returned to the BIDDERS(s)/Agents 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.
 - 3.7 **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.**
 - 3.8 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 (15) 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 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.
 - 4.3 The Security Deposit should be valid for a period of warranty period as we plan to extend the same as Performance Bank Guarantee.
 - 4.4 **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. The prices must be valid at least for a period of **90 days for indigenous supplies & 180 days for imports** 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
- 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. IISER Pune Right to vary Quantities at the time of Award

- 10.1. 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 30% within the delivery period.
- 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. 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.

12. 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 the 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;

13. 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.**

14. Integrity Pact

The Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your tender. The name of the IISER Independent External Monitors shall be intimated shortly.

The following clause will be applicable against this tender.

IISER, Pune shall be entering into an Integrity Pact with the BIDDERS as per format enclosed vide Annexure - G of the tender document. The proforma has to be returned by the BIDDER (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid.

Any bid not accompanied by Integrity Pact Proforma duly signed by the BIDDER shall be rejected straightway.

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) VAT 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 Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**

D. Sales Tax: We are not authorized to issue any Sales Tax Form 'C' & 'D'.

E. 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.

7. Performance Bank Guarantee

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

8. Performance Benchmarks

The technical evaluation committee needs to be provided with an evaluation system to carry out performance benchmarks.

9. Pre-installation:

The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in IISER, Pune the BIDDER shall confirm that the pre-installation requirements are sufficient for installation of the equipment. In other words the BIDDER should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation.

10. INSTALLATION

- 10.1 BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 10.2 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.

10.3. 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.

11. **INSPECTION** :

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

11.2 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.

11.3 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.

12. **Training**

12.1 Wherever needed, Our Scientist/Technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

13. **Warranty / Support**

13.1. The items covered by the schedule of requirement shall carry minimum **three years of comprehensive warranty** from the date of acceptance of the equipment by IISER, PUNE. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.

13.2. 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.

- 13.3. The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- 13.4. The BIDDER shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- 13.5. The equipment must be supported by a Service Centre in India manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contract the Principal's vendor support Centre on a toll free number/web/mail.
- 13.6. 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.
- 13.7. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 13.8. 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.
- 13.9. Details of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.
- 13.10 **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.

14. Reasonability of Prices:

- 14.1. Please quote best minimum prices applicable for a premiere Educational and Research Institution,

14.2. The party must give details of identical or similar equipment, if any, supplied to any IITS/IISERS/ CSIR lab during last three years along with the final price paid and Performance certificate from them.

15. Annual Maintenance Contract

15.1. The party must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention, wherever applicable.

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

16. 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.

17. Freight & Insurance

17.1. 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) .

17.2. 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.

18. Payment

18.1. 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.

18.2. 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.

19. Penalty for delayed Services / LD

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.

20. Jurisdiction

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

21. 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.

22. **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)
4 November 2015

CHAPTER 4

SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

General Specifications for Multi-component gas mixture Breakthrough set-up (with High pressure adsorption device as optional)

1. Minimum two-component gas mix breakthrough set-up with a dynamic gas feed (provisions for adding more gas lines needs to be provided)
2. Dynamic Gas Sampling Mass Spec capable of measuring CO₂, N₂, O₂, CH₄, H₂, H₂S, CO, NH₃ and Water, Methanol, Ethanol, Benzene and Toluene. (The vapors are for future use, see if this is possible?)
3. By-pass line to the Mass spec detector needs to be heated for humidity control experiments.
4. Humidity control device (0-90%RH) - accordingly we need heated lines to ensure no water condenses anywhere in the instrument or the supply lines or in the detector system. At least provisions for attaching a gas bubbler.
5. Sample chamber- detachable sample chamber or column capable of handling samples from 100mg to 10gm.
6. We require tunable flow range which suits a sample size of 100mg to 10g. Flow precision: 0.1%. Flow resolution 0.01cc.
7. Activation of sample requires sample to be heated to up to 400°C. However, during experiments it will be required to operate on the temperature range of RT to 150°C.
8. Operational Pressure range 0bar - 35bar (higher for the same price is acceptable). At the least 10 bar is required.
9. Vacuum required for activation of sample with simultaneous heating on the column: 10⁻⁵ Torr or above.
10. The instrument should be able to measure breakthrough curves with sufficient points in the low pressure regime (200mbar to 1bar). Separate pressure transducer and mass flow controllers operating in this pressure range are required.
11. A trolley to keep the entire set-up or a wall-mounting bracket for the entire set-up.

Optional:

1. High pressure gravimetric balance or volumetric balance that can be exchanged within the same instrument in place of the adsorption column.
2. Requirements for the HP balance: Ability to measure adsorption isotherms of above mentioned gases and gas mixtures in the pressure range of 0-35bar, with a separate transducer for measuring precision isotherm data at 0-1bar pressure range.

3. Heating requirement for the sample in balance (RT-400°C) and with a simultaneous evacuation on a turbo pump.
4. A chiller unit (-40 to 150°C) for cooling the sample.
5. A cryo can (50 L) for storage of liq.N₂ and a Dewar flask fitting the sample holder for cooling of the sample to liq.N₂ temperatures.
6. Vacuum required: 10⁻⁵ Torr or above.
7. Complete gas line tubings with correct Swagelok fittings.

Note: The Breakthrough-set up and the included adsorption device can be operating on a gravimetric or volumetric mode and both are acceptable.

Training - User training should be included (training can be at host country or in-house)

CHAPTER-5 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

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder _____

Tender No. _____

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



1	2	3	4	5	6	7	8	9

Total Bid price in foreign Currency _____ in words.

Signature of Bidder :

Name :

Business Address :

Note:

- (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
Sl. No.	Item Description	Country of Origin	Unit	Qty	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	VAT & other taxes like excise duty payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.

1	2	3	4	5	6	7	8	9	10	11

Total Bid price in foreign Currency _____ in words.

Signature of Bidder :

Name :

Note:

The cost of optional items shall be indicated separately.

(a) Cost of spares _____

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: _____

Due Date _____

NOTE:

1. **Quotation will not be considered without submission of this format.**
2. **If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.**
3. **Kindly see the relevant terms & conditions of the tender document in each question before replying to the questions mentioned in Col. 2 below).**

SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No'))	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4
1	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify)		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer		
	c) Whether the agent is registered with DGS&D/NSIC		
2	a) Whether the Techno-commercial and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with "Techno-commercial Bid" and "Price Bids" respectively.		

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 the tender No., Due date & Opening dates have been written outside all the envelopes.		
3	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.		
4	a) Whether the required 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)		
5	a. If the prices are on Ex-Works basis or FOB (names port of shipment) or FCA (named place of delivery abroad)		
	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.		

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
6	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation		
7	Have you mentioned the validity period of the quotation as per our requirements		
8	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		
9	Whether rates/amount of AMC after the warranty period is over has been mentioned		
10	Have you gone through the specification Clause & complied with the same		
11	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		
12	Whether compliance statement of specifications has been attached with the quotation.		

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
13	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		
14	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this.		
15	a) Do you agree with the payment terms for indigenous supplies?		No deviation permitted
	b) Do you agree with the payment terms for imports supplies?		
16	Do you agree about the date of commencement of warranty period & its extension is necessary.		
17	a) Who will install/commission and demonstrate the equipment at IISER Pune, FREE OF COST.		
	b) Will you be able to do it within a month		
18	Have you mentioned the guarantee/warranty period in your quotation and do you agree with guarantee clause?		
19	Spare parts		
20	After Sales service		

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
21	a) Do you agree that on receipt of material in damaged condition or short supply you will replace the same on CIF basis, free of cost pending the settlement of the insurance claim?		
	b) Do you agree with the clause of physical inspection?		
22	Whether list of specific user's for the same item & model as quoted along-with performance certificates from the users is submitted with offer		
23	Whether you agree to the penalty clause for late delivery & installation?		
24	Whether training to our scientist/technical person will be given free of cost . If yes, have you specified in quotation whether it will be in our lab? Or at supplier's site in India or abroad.		
25	a) Whether all the pages have been page numbered?		
	b) Whether quotation has been signed and designation & name of signatory mentioned.		

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications/ part / Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance Whether “YES” Or “NO”	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

BID SECURITY FORM

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

KNOW ALL MEN by these presents that WE (Name of bank) of (Name of country), having our registered office at (Address of bank) (Hereinafter called the “Bank”), are bound unto (Name of purchaser) (Hereinafter called “the purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of..... 20.....

THE CONDITIONS OF THESE OBLIGATIONS ARE:

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

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

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

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

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

MANUFACTURER’S AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that re binding on the Manufacturer]

Date: *[Insert date (as Day, month and year) of Bid submission]*

Tender No.: *[Insert number from Invitation for Bids]*

To: *[Insert complete name and address of Purchaser]*

WHEREAS

We *[insert completer name of Manufacturer]*, who are official manufacturers of *[Insert type of goods manufactured]* having factories at *[insert full address of Manufacturer’s factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

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

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

Order placed by <i>{Full address of Purchaser}</i>	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily? <i>(Attach a certificate from the Purchaser/ Consigner)</i>	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

BIDDER INFORMATION FORM

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm]

Date: *[Insert date (as day, month and year) of Bid Submission]*

Tender No.: *[Insert number from invitation of bids]*

Page 1 of _____ pages

1. Bidder's Legal Name *[Insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each [arty in JV]*
3. Bidders actual or intended Country of Registration : *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert bidder's legal address in country of registration]*
6. Bidder's Authorization Representative Information
Name: *[insert Authorization Representative's name]*
Address: *[insert Authorization Representative's address]*
Telephone/Fax numbers: *[insert Authorization Representative's telephone/fax numbers]*
Email address: *[insert Authorization Representative's email address]*
7. Attach are copies of original documents of : *[check the box(es) of the attached original documents]*
Articles of Incorporation or Registration of firm names in 1 above.

PRE CONTRACT INTEGRITY PACT

The specimen of the Pre-Contract Integrity Pact which is part of tender documents is as follows:-

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month _____ 2015 between the Indian Institute of Science Education & Research, Dr. Homi Bhabha Road, Pune-411008 (herein after referred to as ‘BUYER’), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the “ BIDDER / Seller” , which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes to procure Supply, Installation & Commissioning of Mixed Gas Breakthrough Analyzer and the BIDDER / Seller is willing to offer / has offered the stores and

Whereas the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and theBUYER is a Department of the Government of India under Ministry of Human Resources performing functions on behalf of the President of India.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or Indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER

3. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe,

Consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

- 3.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise inprocuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the BUYER's Organisation.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized Govt. sponsored Export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries inconnection with the contract and the details of services agreed upon for such payments.
- 3.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt

practice, unfair means and illegal activities.

- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of BIDDER or any person acting on behalf of BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years -immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS' exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money/Security Deposit

5.1 While submitting commercial bid, the BIDDER shall deposit an amount * _____ (to be specified in RFP) as Earnest Money/ Security Deposit with the BUYER through any of the following instruments:

- i. Bank Draft or a Pay Order in favour of the BUYER payable at location of/specified by the BUYER.
- ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without

seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER(s) on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violation

Any breach of the aforesaid provisions by the BIDDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following action, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money (in pre - contract stage and /or/ Security deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the BUYER to the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty

bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest,

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take or any of the actions mentioned at para 6.1 (i) to (x) of the Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

7.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Defence/ Public Sector Undertakings/Public sector undertakings/Ministry of Defence and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Defence Public Sector Undertakings/Public Sector Undertaking/Ministry of Defence at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8 Independent External Monitor(s)

- 8.1 The BUYER is in the process of appointing independent Monitors (herein after referred to as Monitors), for this Pact in consultation with Central Vigilance Commission.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the IISER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER(s) / Contractor(s) / Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BUYER and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the Director IISER, Pune within 8 to 10 weeks from the date of reference or intimation to him by the BUYER and BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



10. Law and Place of Jurisdiction

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

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or till the complete execution of the contract to the satisfaction of both the BIDDER and the BUYER, whichever is later.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions

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

BUYER
Name of the Officer
Designation
IISER Pune

BIDDER

Witness

Witness

1. _____

1. _____

2 _____

2 _____

Checklist for BIDDERS

BIDDERS to indicate whether the following are enclosed / mentioned by striking out the non-relevant option and write concern page no.

S. No	Particulars	Documents Attached	Page No
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 2,80,000/- towards Earnest Money Deposit	(Yes / No)	
3	Format/Questionnaire For Compliance of Terms And Conditions Annexure – A	(Yes / No)	
4	Format of compliance statement of specifications - Annexure – B	(Yes / No)	
5	Bid Security Form - Annexure – C (as applicable)	(Yes / No)	
6	Manufacturer's Authorization Form - Annexure – D	(Yes / No)	
7	Previous Supply Orders - Annexure – E	(Yes / No)	
8	Bidder Information form - Annexure – F	(Yes / No)	
9	Integrity Pact	(Yes / No)	
10	A copy of the Un-priced Commercial bid	(Yes / No)	
11	List of deliverables as per Chapter- 4	(Yes / No)	
12	Solvency certificate for Rs 56.00 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	(Yes / No)	
13	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	(Yes / No)	
14	Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) (as applicable)	(Yes / No)	
15	Delivery Period, Warranty and Payment terms are clearly mentioned	(Yes / No)	
16	Acceptance of IISER, PUNE Cargo Agent	(Yes / No)	
17	Bank charges agreed for outside India	(Yes / No)	
18	LD clause agreeable.	(Yes / No)	
19	Supply of spares for 7 years	(Yes / No)	
20	Acceptance of warranty period and Free replacements during warranty period	(Yes / No)	
21	Amalgamation/Acquisition: Successor agreeable to fulfill the contractual obligations	(Yes / No)	
22	Tender Terms & Conditions Acceptance (last page) signed with official seal is attached	(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