NOTICE INVITING TENDER (E-Procurement mode)

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

An Autonomous Institution, Ministry of Education, Govt. of India

Dr. Homi Bhabha Road,Pashan Pune – 411008.

Tel: +91-020-25908017; Email: purchase@iiserpune.ac.in

Website: www.iiserpune.ac.in

Open Tender Ref. No: IISER/PUR/2102/20 **Date: 12/04/2021**

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

Brief Details of Tender:

Item Description	**Estimate Cost of Tender (Rs).**	**Tender Fee (inclusive GST @ 18%) (Rs.)**
Glove box-Thermal evaporator (LED fabrication) Set-Up-01 No	1.70 Crores	1,180/-

Category of Suppliers invited for this Tender

Class I local Supplier – has local content equal to more than 50%

Class II local Supplier – has local content more than 20% but less than 50%

Note: Non-Local suppliers need not to apply

The Tender Document can be downloaded from Central Public Procurement **(**CPP**)** Portal https://eprocure.gov.in/eprocure/app or Institute website www.iiserpune.ac.in and bid is to be submitted online only through the E-procurement portal up to the last date and time of submission of tender**.**

Critical Dates of Tender

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	12/04/2021	18.00Hrs
2	Pre-Bid Meeting	20/04/2021	16.00Hrs
3	Bid Submission Start Date	27/04/2021	18.00Hrs
4	Bid Submission Close Date	04/05/2021	15.00Hrs
5	Closing date & time for Submission of original Tender Fee	04/05/2021	15.00Hrs
6	Opening of Technical Bids	06/05/2021	15.00Hrs

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

IISER PUNE

Index Page

Sr. No	Description of Contents	Page No
1	**INSTRUCTIONS FOR ONLINE BID SUBMISSION**	**3-4**
2	**CHAPTER-1 INVITATION FOR TENDER OFFERS**	**5-9**
3	**CHAPTER-2 INSTRUCTIONS TO BIDDERS**	**10-11**
4	**CHAPTER - 3 CONDITIONS OF CONTRACT**	**12-18**
5	**CHAPTER 4- SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS**	**19-24**
6	**CHAPTER-5 PRICE SCHEDULE**	**25**
7	**ANNEXURE – A - FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS**	**26-30**
8	**ANNEXURE – B - FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS**	**31**
9	**ANNEXURE – D - MANUFACTURER'S AUTHORIZATION FORM**	**32**
10	**ANNEXURE – E – PREVIOUS SUPPLY ORDER LIST FORMAT**	**33**
11	**ANNEXURE – F - BIDDER INFORMATION FORM**	**34**
12	**ANNEXURE – G - BLACKLIST CERTIFICATE**	**35**
13	**ANNEXURE – H – ANNUAL MAINTENANCE CONTRACT**	**36**
14	**ANNEXURE-I CERTIFICATE BY BIDDER- DPIIT REGISTRATION AS PER**	**37**
15	**ANNEXURE –'J' SELF-DECLARATION BY THE BIDDER AS PER THAT THE ITEMS OFFERED MEET THE LOCAL/NON LOCAL CONTENT REQUIREMENT IN PURSUANCE OF PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017**	**38**
16	**BID SECURITY DECLARATION AS PER ANNEXURE-'K'**	**39**
17	**ANNEXURE – 'K -'PRE CONTRACT INTEGRITY PACT**	**40-45**
18	**IMPORTANT NOTICE**	**46**
19	**CHECKLIST FOR BIDDERS**	**47**

Instructions for Online Bid Submission:

This tender document has been published on the Central Public Procurement Portal (URL:https://eprocure.gov.in/eprocure/app) & Institute website www.iiserpune.ac.in . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app .

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. Financial Bids can be submitted in PDF format (As per Chapter 5).

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

4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

6. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

CHAPTER 1
INVITATION FOR Tender Offers
Indian Institute of Science Education and Research (IISER), Pune invites e-Tender for Glove box-Thermal evaporator (LED fabrication) Set-Up.

1. The BIDDERs are requested to give detailed tender in two Bids i.e.
   a. **Part - I: Technical Bid.**

   b. **Part - II: Commercial Bid.**

2. A Pre-bid conference will be held via video conferencing from IISER Pune, Purchase Section, Dr. Homi Bhaba Road, Pashan, Pune – 411008 on 20-04-2021 from 4:00 PM to 5:00 PM (IST). All prospective bidders are requested to kindly submit their queries and request for video conferencing credentials on email ID purchase@iiserpune.ac.in latest by 19-04-2021 2:00 PM. During the 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.

TIME SCHEDULE

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	12/04/2021	18.00Hrs
2	Pre-Bid Meeting	20/04/2021	16.00Hrs
3	Bid Submission Start Date	27/04/2021	18.00Hrs
4	Bid Submission Close Date	04/05/2021	15.00Hrs
5	Closing date & time for Submission of original Tender Fee	04/05/2021	15.00Hrs
6	Opening of Technical Bids	06/05/2021	15.00Hrs

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.

3. AVAILABILITY OF TENDER:

The tender document can be downloaded from http://eprocure.gov.in/eprocure/app and be submitted only through the same website.

Technical Bid:

1. The online envelope clearly marked as **"Technical Bid - Envelope No. 1”** shall contain the all scanned copies of originals documents in PDF Format.

   a) Scanned copy of Tender Fee Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’.**
   b) Compliance statement of specifications as per **Annexure- ‘B’.**
   c) Manufacturer authorization as per **Annexure –‘D’.**
   d) Previous Supply Order List Format as per **Annexure –‘E’.**
   e) Bidder Information Form as per **Annexure –‘F’.**
   f) Blacklist Certificate as per **Annexure –‘G’.**
   g) Certificate By Bidder- DPIIT Registration as per **Annexure-‘I’**
   h) Self-Declaration by the bidder that the items offered meet the local/Non local content requirement in pursuance of Public Procurement Preference to Make in India, Order 2017 As per **Annexure –‘J’**
   i) BID Security Declaration As per **Annexure-‘K’**
   j) Pre Contract Integrity Pact **Annexure –‘L’**

k) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.

l) Copy of GST/ PAN No. and TIN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of NISC/MSME registration wherever it is applicable should also be provided in Technical Bid.

m) Technical literature**/** leaflets and complete specifications of quoted model**(**s**)** along with commercial terms and conditions**.**

n) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 3% of the purchase order value by way of Demand Draft in favor of The Director, IISER Pune.

o) In case of exemption from submission of Bid security, proof of registration with NSIC**/MSME**

p) Details of supplies of similar equipments**.**

q) Scanned copy of Tender Fee and it is required to submit the same in original in a sealed envelope at the following address

Assistant Registrar (**Stores & Purchase**)
Indian Institute of Science Education and Research (**IISER**)**, Pune**
Dr. **Homi Bhabha Road, Pashan, Pune– 411008**.
Tel: **+91-020-25898017; Email: purchase@iiserpune.ac.in**
Website: **www.iiserpune.ac.in**

TENDER FEE

a) **Tender Fee of Rs. 1,180/- (One thousand One Hundred Eighty only)** in the form of Demand Draft from Nationalized/scheduled bank in favor of The Director, IISER Pune. The firm registered with /NSIC/MSME as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of FEE.
Tender fee amount can be deposited in IISER PUNE Bank account through net banking as mentioned below.

Name-Indian Institute of Science Education and Research Pune.
Bank-State Bank of India
Branch-NCL Campus Branch, PUNE 411008
Current A/c No. 30042605732
IFSC-SBIN0003552

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

5. 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.

6. **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.

Envelope 2 : "Commercial Bid" shall contain:

i. Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.

ii. The BIDDERs are requested to quote for Educational Institutional Price for Equipment and software, since we are eligible for the same.

iii. The prices should be shown against each item for the purpose of Insurance claims / replacements if any.

iv. List of deliverables / Bill of materials and services.

v. In case of foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.

vi. Annual Maintenance Certificate as per **Annexure –'H'.**

Note:

(i) No request for extension of due date will be considered under any circumstances.

(ii) 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

7**.** IISER Pune may issue corrigendum to tender documents before due date of Submission of bid**.** The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IISER Pune**.** The bidder is not supposed to incorporate the amendment in the body of the tender document

8. **BID OPENING**

a) Technical Bids will be opened on 06-05-2021 at 14:00 Hrs.

b) Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced later.

c) Bids would be summarily rejected, if tender is submitted other than through online or **original tender fee are not submitted within stipulated date / time.** IISER Pune shall not be responsible for any postal delay, Tender Fee before Tender closing date.

9. **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.

(v) 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.

(vi) 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 on e-Procurement Portal (https://eprocure.gov.in/eprocure/app).

(vii) The successful BIDDERs will be informed regarding the date and time of Commercial bid opening.

(Viii) 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.

(ix) 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.

10. **Bid Evaluation:**

Based on results of the Technical evaluation IISER, Pune evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

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.

11. 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 e-Procurement portal (https://eprocure.gov.in/eprocure/app) or on IISER PUNE website.

f) Conditional tenders will be summarily rejected.

2. **Delivery Period / Timeliness:**

The deliveries & installation must be completed **within 120 Days** after placement of purchase order. The time is the essence of the contract. It is mandatory for the BIDDERs who respond to this bid to meet these expectations, as are tightly linked to IISER, PUNE's plans of completing the project within the time frame.

3. Security Deposit:

3.1 Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 3% of the purchase order value in the form of Demand Draft/Bank Guarantee **(from scheduled Bank only)** favoring the Director, Indian Institute of Science Education and Research, Pune.

3.2 The IISER will forfeit the 3% security deposit if vendor fails to execute the order as per the Purchase Order. This Security Deposit will be refunded to the vendor only on successful installation of the EQUIPMENT / SYSTEM.

3.3 The Security Deposit should be valid for a period of warranty period as we plan to extend the same as Performance Bank Guarantee.

3.4 **Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from any Scheduled Bank" only.**

4. **Amalgamation/Acquisition etc.:**

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

5. **Bid Validity Period:**

5.1. The prices must be valid at least for a period of **180 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later

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

6. AWARD OF CONTRACT:

Award Criteria

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

6.2 If more than one BIDDER happens to quote the same lowest price, IISER, PUNE reserves the right to award the contract to more than one BIDDER or any BIDDER.

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

7.1. The IISER Pune reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions**.** Further, at the discretion of the IISER Pune, the quantities in the contract may be enhanced by 25**%** within the delivery period**.**

7.2. Firms which have already supplied similar equipment to IISER, PUNE and have not completed required installation/commissioning/after sales service/warranty replacements etc**.** such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained**.**

8. **Cargo Consolidation and Customs Clearance:**

IISER, PUNE has appointed its own Freight Forwarder and Custom House Agent for all IISER, imports. Please note that all the consignments have to be routed through their associates only. The address and contact details will be provided at the time of placing the Purchase Order. While submitting your bid, you may confirm this condition.

9. **Fraud and Corruption:**

The IISER Pune requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) The IISER Pune will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in questio

10. **Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, IISER, PUNE's interpretation of the clauses shall be final and binding on all parties.**

CHAPTER - 3 : CONDITIONS OF CONTRACT

1. Prices:

Bid prices should be filled in the appropriate format as mentioned in Price Schedule**.**

ALL THE BIDDERS SHOULD QUOTE PRICES FOR EACH AND EVERY ITEM SEPERATELY ALONG WITH THE CONSOLIDATED PRICES APPLICABLE FOR BOTH INDIGENOUS AND IMPORTED ITEMS.

For Goods manufactured in India
Bidders Quoting in Indian Rupees (INR)

(i) The price of the goods must be as per the BoQ.

(ii) The rate of GST applicable to IISER Pune is 5% for the items procured for Research purpose as per Notification No. 45/2017-Central Tax (Rate) New Delhi, 14th November, 2017 and Notification No. 47/2017-Integrated Tax (Rate) New Delhi, 14th November, 2017

(iii) The price mentioned in BoQ must be inclusive of transportation, Insurance, loading and unloading and any other local service required for delivering the goods for the desired destination as decided by IISER Pune. Loading and unloading is strictly in vendor scope. IISER Pune will not provide any manpower support towards the same.

(iv) The installation, commissioning and training charges (If any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.

(v) The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.

(v) Unloading of the goods at IISER Pune is strictly in the scope of the bidder, no manpower will be provided by IISER Pune.

A. We are exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. **Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**

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. Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.

4. **Performance Bank Guarantee:**
The 3% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of warranty period**.**

5. **Performance Benchmarks:**
The technical evaluation committee needs to be provided with an evaluation system to carry out performance benchmarks.

6. **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.

7. **INSTALLATION:**

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

7.2. 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.

7.3. 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.

8. **INSPECTION:**

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

8.2 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.

8.3 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.

9. **Training:**
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.

10. **Warranty / Support:**

10.1. 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.

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 taxes if any should be borne by the beneficiary or his agent. 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 10 years from the date of supply of equipment on payment on approved price list basis.

10.5. 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 contact 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. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.

10.10 **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.

11. **Reasonability of Prices:**

11.1Please quote best minimum prices applicable for a premiere Educational and Research Institution,

11.2The party must give details of identical or similar equipment, if any, supplied to any IITS/IISERS/ CSIR lab/Education Research Institute during last three years along with the final price paid and Performance certificate from them.

12. **Annual Maintenance Contract:**

12.1. 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.

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

13. **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.

14. **Freight & Insurance:**
14.1. 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).
14.2. 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.

15. **Payment: - No advance payments are allowed under any circumstances.**

A) INDIGENIOUS

Payment will be made directly to the suppliers by RTGS/NEFT after receipt of the goods, tested /inspected and found satisfactory with regard to quality, quantity, and specifications ordered for and after satisfying that the terms and conditions of supply have been fulfilled.

16. **Penalty for delayed Services / LD:**
16.1. 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 SD and also LD clause will be applicable /enforced.

16.2. If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 3% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

16.3. 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.

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

18. **Comparison of Bids**

The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid.

19. Public Procurement (Preference to Make in India), Order 2017:
This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and 4th June, 2020 and subsequent amendments to the order. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

a) IISER Pune shall compare all substantially responsive bids to determine the lowest valuated bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the

product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself**.**

b) As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly the suppliers will be classified in following categories.

i) Class I local Supplier – has local content equal to more than 50%
ii) Class II local Supplier – has local content more than 20% but less than 50%
iii) Non –Local Supplier – has local content less than or equal to 20%

C) **Verification of Local Content**: The Class I Local Supplier /Class II Local Supplier/Non-Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

In case of procurement in excess of Rs.10 crores, the suppliers shall be required to provide the certificate from the statutory auditor or cost auditor of the company giving the percentage of local content.
The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.

20. Requirement of registration: Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

i. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

For details about registration procedures please visit the above mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates as per Annexure-'I' for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

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 suppler, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

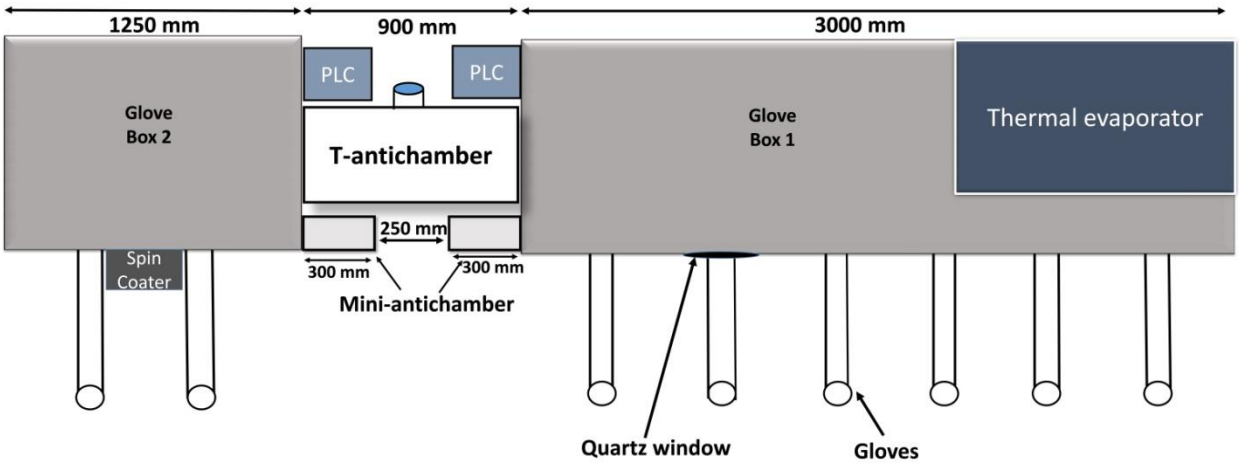
The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Assistant Registrar (S&P)

CHAPTER 4
SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

Technical Specifications for "Glove box-Thermal evaporator (LED fabrication) Set-Up"

Integration of thermal evaporator and spin coater in glove box systems for LED fabrication. Two modular glove box systems, connected with a T-shaped antechamber. Glove Box-1 should be 6-port box integrated with a thermal evaporator and a quartz window. Glove Box-2 should be 2-port box integrated with a spin coater. The complete details of all components and required specifications are given below in Section 1-3.



Technical evaluation will be carried out and Vendors who score > 90%, and satisfy the conditions mentioned below, will qualify for Price Bid opening. Thereafter, financial proposal shall be evaluated.

Vendors should provide a concept drawing of the entire Glove box-Thermal evaporator Set-up, along with the technical proposal. Exact size of the set-up needs to be clearly mentioned. The length of the set-up should not exceed 5200 mm.

Any additional accessory (not mentioned in the section 1-3) required for installing the set-up must be arranged by the vendor. Details for space, power supply, etc for system operation needs to be clearly stated. Installation will be done in a lab located in second floor. So transportation of components using our service lift, and assembling the components in the lab is the responsibility of the vendor.

Vendors are required to provide brochures / literature while complying the specifications.

Vendors must have installed similar set-up (glove box with purifier and sensors and integrated thermal evaporation system) in Indian Academic and Research institutes including IISERs, IITs and IISc. Vendors should provide details of the installation and running report. Note that the installed set-up should be thermal evaporator integrated in glove box, and it should not be only glove box or only thermal evaporator. Preference will be given to vendors who have done a minimum of three such installations.

If the manufacturers of glove box and thermal evaporator are different, then provide list of five prior installations globally where similar thermal evaporator integrated glove box has been installed in collaboration with the two manufacturers.

Local technical support team for both glove box and thermal evaporator is mandatory.

Section 1: Glove BOX System

Sr. No.	Compo -nents	Specifications	Scores
1.1	**Glove Box 1: six port** **Thermal**	➢ Inner dimension of ~3000 mm (W) x ~760 mm(D) x ~950 mm(H) ➢ Glove box chambers built from Stainless steel (SS 1.4301) with brushed finish ➢ Stand with height of ~ 1000 mm; inclusive of castors and machine feet which are height adjustable	25

	evaporation chamber should be integrated in this Glove Box 1. Details of thermal evaporation chamber is given in Sr. No. 2.1-2.8 **Quartz window** at the bottom (base).	➢ Window, glass polycarbonate panel with hard coating which is resistant to scratches and many harsh chemicals ➢ Design: single-sided glovebox; Frontside: ~7° declinded ➢ **6 Glove Ports** feedthrough, round, d = 220 mm ➢ Butyl Rubber Gloves (0.4 mm thick) with O-rings-**6 numbers** ➢ 3-tier height adjustable Stainless-Steel Shelves at the backside. Shelves should cover the entire width of the box excluding the space required thermal evaporator. ➢ Front mounted yellow Glove Box lighting clean room standard ➢ At least **6 pcs**. Integrated high vacuum DN40 feed-throughs. 1for optical fiber coupled feedthrough double sided,1for USB cable compatible feedthrough (2 USB ports/double sided),1 for BNC/4pin/double sided/50Ohm, 1 for BANANA/4pin/double sided/DN40 (Remaining Extra SS Blank Flanges should be provided) ➢ At least **3 pcs**. electrical feedthroughs with 15 A connectors that are compatible with 220 V – 240 V supply ➢ Internal mains power board (MIN 6 outlet) and 220V ➢ **PLC controlled system** with color touch panel for operation of all Glove box functions, including graphical trend of box pressure, oxygen and moisture levels ➢ **Voice controlled system** for operation of Glove box functions, while the person is working with both hands inside the box ➢ **Remote monitoring** of glove box condition ➢ Automatic box pressure (inside) control with PLC in adjustable range between -15 to +15 mbar ➢ PLC controlled **quick purging of box** with flow control 200 l/m or more. ➢ Main valves: electro-pneumatic valves, PLC-controlled ➢ Oil-Free based pressure relief valve ➢ Water proof foot pedal for controlling pressure ➢ 2 pieces HEPA H14 dust filter inside the box for gas inlet and outlet should be provided ➢ Gas purification system for closed cycle circulation to remove oxygen and moisture from glove box ➢ Circulation blower unit with minimum 85 m3/h or higher ➢ Minimum 1 purifier filter column system with capacity: ~50 liters oxygen and ~1500 g moisture ➢ Solid state oxygen sensor, 0 - 1000 ppm, PLC controlled ➢ Solid state moisture sensor, 0 - 500 ppm, PLC controlled ➢ Solvent trap system. Activated charcoal, ~ 2 kg cartridge. ➢ Attainable purity <1 ppm (preferable <0.1 ppm) moisture; <1 ppm (preferable <0.1 ppm) oxygen ➢ PLC controlled Purifier ➢ The purifier should be fully regenerable with an automatic/programmed control using forming gas (5% H2 or lower) or Ar or N2 ➢ The purification system of the glove box should be fully integrated with the heat exchanger and a gas circulation blower ➢ Integrated quartz window port (150mm x 150mm) on the bottom (base) of the glove box 1. SS cover for the port when not in use. Transmission ~90% for wavelength > 280 nm. The space under the instrument must be free to house the solar simulator. The quartz window must be replaceable. ➢ **Mini antechamber** (1 pc): Diameter 150 mm, length 300 mm; Type: ~1/3 inside, ~2/3 outside the box; Cover: Hinged cover inside and outside; Operation: manual pump and purge system: with pressure gauge, 3-way manual valve; All necessary connections for pumping and purging; SS sliding tray on rail. Leak	

		rate <10^{-5} mbar l/s. ➢ **Heating jacket (~ 150 °C) around mini antechamber** ➢ Internal glove port cover (2 numbers) **Thermal Evaporation chamber should be integrated in Glove Box 1. The specifications of evaporation chamber is described below in Sr. No. 2.1-2.8**	
1.2	**Glove Box 2: two port** **Spin coater** should be integrated in Glove Box 2	➢ Inner dimension of 1250 mm (W) x ~760 mm(D) x ~950 mm(H) ➢ Glove box chambers built from Stainless steel (SS 1.4301) with brushed finish ➢ Stand with height of ~ 1000 mm; inclusive of castors and machine feet which are height adjustable ➢ Window, glass Polycarbonate panel with hard coating which is resistant to scratches and many harsh chemicals ➢ Design: single-sided glovebox; Frontside: ~7° declinded ➢ **2 Glove Ports** feedthrough, round, d = 220 mm ➢ Butyl Rubber Gloves (0.4 mm thick) with O-rings-**2 numbers** ➢ 3-tier height adjustable Stainless-Steel Shelves at the backside. ➢ Front mounted yellow Glove Box lighting clean room standard ➢ **4 pcs**. flanges DN40 (Aluminium, single-sided) for installation of e.g. power feedthroughs / media supply lines (vacuum/gases/liquids) ➢ 1 pc. power feedthrough 230V, 1 ph ➢ Internal mains power board (MIN 6 outlet) and 220V ➢ **PLC controlled system** with color touch panel for operation of all Glove box functions, including graphical trend of box pressure, oxygen and moisture levels ➢ **Voice controlled system** for operation of Glove box functions, while the person is working with both hands inside the box ➢ **Remote monitoring** of glove box condition ➢ Automatic box pressure (inside) control with PLC in adjustable range between -15 to +15 mbar ➢ PLC controlled **quick purging of box** with flow control 200 l/m or more. ➢ Main valves: electro-pneumatic valves, PLC-controlled ➢ Oil-Free based pressure relief valve ➢ Water proof foot pedal for controlling pressure ➢ 2 pieces HEPA H14 dust filter inside the box for gas inlet and outlet should be provided ➢ Gas purification system for closed cycle circulation to remove oxygen and moisture from glove box ➢ Circulation blower unit with minimum 85 m^3/h ➢ Minimum 1 purifier filter column system with capacity: ~50 liters oxygen and ~1500 g moisture ➢ Solid state oxygen sensor, 0 - 1000 ppm, PLC controlled ➢ Solid state moisture sensor, 0 - 500 ppm, PLC controlled ➢ Solvent trap system. The solvent trap should be capable of adsorbing volatile organic solvents like DMF, THF, methanol, toluene, IPA, acetone, methanol, DMSO, acetonitrile, Capacity of solvent trap must be 2000 cc of methanol (or similar alcohols) or 2000 cc of THF (or similar aromatic esters) or 2000 cc of DMF or 2000 cc of chloroform or 2000 cc of toluene (or similar aromatic solvents). Solvent absorption unit should be fully regenerable via PLC with a regeneration option provided in the touch panel controls. Touch panel implementations showing this should be provided. A copy of relevant documentation in a manual should also be provided. A bypass mode for the solvent trap system should be provided. ➢ Attainable purity <1 ppm (preferable <0.1 ppm) moisture; <1 ppm	15

		(preferable <0.1 ppm) oxygen ➢ PLC controlled Purifier ➢ The purifier should be fully regenerable with an automatic/programmed control using forming gas (5% H2 or lower) or Ar or N2 ➢ The purification system of the glove box should be fully integrated with the heat exchanger and a gas circulation blower ➢ **Mini antechamber** (1 pc): Diameter 150 mm, length 300 mm; Type: ~1/3 inside, ~2/3 outside the box; Cover: Hinged cover inside and outside; Operation: manual pump and purge system: with pressure gauge, 3-way manual valve; All necessary connections for pumping and purging; SS sliding tray on rail. Leak rate <10^{-5} mbar l/s. ➢ **Heating jacket (~ 150 ºC) around mini antechamber** ➢ Internal glove port cover (1 number) **Spin coater:** 01 ➢ For substrates up to Ø150 mm ➢ Spin Speed: 100-12,000 RPM ➢ Up to 10 Customizable Spin Programs ➢ Each Spin Program: Up to 10 Stage RPM Control with Time ➢ Spin Coater system integrated to bottom of Glove box 2. Spin coater chuck is approximately level with glove box base plate. ➢ Chuck with exchangeable Chuck-Inlays for easy change to a different substrate size ➢ Transparent Lid	
1.3	**T-shaped ante-chamber** connecting Globe box 1 and Glove box 2	➢ Cylindrical shape: 390 mm (D) x 900 mm (L) ➢ Three vacuum doors. Two doors connecting two boxes. One door connecting the antechamber to air. ➢ The doors should preferably be with a swing-type hydraulic-assisted opening mechanism to conserve working space. ➢ With stainless steel sliding tray fixed to rail removable ➢ Touch panel controlled automatic pump and purge operations ➢ Leak rate <10^{-5} mbar l/s	5
1.4	**Vacuum System for glove box**	➢ **Edwards/ Leybold/ Pfeiffer** make dry scroll pump with ~20 m^3/h or more (**2 numbers**) ➢ Necessary vacuum gauges in two mini-antechambers and in T-shaped antechamber ➢ Automatic switch off of vacuum pump while blower is switched off.	5

Section 2: Thermal Evaporation System integrated in Glove Box 1.

2.1	**Evaporation Chamber**	➢ Thermal evaporation System with cubical high vacuum chamber integrated inside glove box 1 (refer to Figure 1) ➢ Vacuum chamber in rectangular design integrated in glove box back wall ➢ Chamber with double door: Inside / outside glove box with manual closing mechanism ➢ Inside door: horizontal or vertical sliding door with locking system on both sides. ➢ Outside door: hinged door for service / maintenance. Hinged door should allow access to the inside of the chamber for maintenance purposes without disturbing the glove box atmosphere. ➢ 2 DN100 viewing ports including shutter on inner and outside door ➢ Material of vacuum chamber body: stainless steel inside,	12

		protective custom-made SS shielding covers for easy cleaning (for all walls & doors) ➢ The SS (2-3 mm light weight) detachable shields should be compatible with Aluminum foil wrapping to minimize the chamber contamination ➢ PLC controlled Light inside the chamber ➢ In- Situ masking/shutter for each substrate for gradient deposition. ➢ Organic to metal mask should be changed without breaking vacuum ➢ Substrate rotation ➢ Shutter for each substrate ➢ Common shutter for substrate holder ➢ Shutter for each source ➢ **PLC-control with additional touch panel (colour) operating interface for all main functions of the evaporator including graphical interface of the system** ✓ A separate console panel for all electrical components and controls. ✓ Comprehensive safety interlocks for maximum operator safety should be provided. ✓ Emergency stop button	
2.2	**Resistive Evaporation Source for metals and LiF**	➢ Total **three sources**. **Two sources for metals** (compatible for Al, Au, Ag, Pt), and **one source for LiF** ➢ Minimum **two power supply** for these sources (transformer and thyristor controller) ➢ Rating of minimum 10V @ 200A ➢ Electr.-pneumatic baffle as source shutter for each of the 3 sources. Height adjustable ➢ Different kinds of boats for metals and LiF ➢ Easily exchangeable source shutter cover ➢ Easily removable thin (1-2 mm) metal barricade between the sources to avoid cross contamination ➢ PLC integrated and automatic control	7
2.3	**Organic Source**	➢ Total **three sources** for depositing organic molecules ➢ Minimum **two power supply** for these sources ➢ Volume : ~ 2 cm^3 ➢ Crucible : alumina 0.1 mm thick straight walled ➢ Temperature range : 50 °C to 600 °C or more ➢ Thermocouple : Type K ➢ Electromagnetic/ pneumatic source shutter to cover the three temperatures-controlled evaporation sources ➢ Easily cleanable or exchangeable source shutter for each source to avoid contamination ➢ PLC integrated and automatic control	7
2.4	**Substrate Holder**	➢ The substrate holder should have capability to accommodate small substrates (1 cm x 1 cm) and 6 numbers of substrates. ➢ Substrate rotation with adjustable speed (0; 5-30 rpm) ➢ Gap between substrate and mask should be less than 0.8 mm to get accurate alignment between substrate and mask. ➢ **Automatic in-situ mask changing option** to change the organic mask to metal mask. This should allow convenient mask changing without breaking high-vacuum conditions, during evaporation process. ➢ Provision for water cooling facility	3
2.5	**Vacuum System for Evaporator**	➢ Edwards/ Leybold/ Pfeiffer make dry scroll pump with 20 m^3/h or more. ➢ Edwards/ Leybold/ Pfeiffer make High vacuum turbo molecular pump with minimum 600 lit/sec throughput or more including controller.	7

		➢ Achievable vacuum : 1×10^{-6} mbar ➢ Electro pneumatically operated high vacuum gate valve to be integrated between evaporation chamber and turbo molecular pump ➢ Edwards/Pfeiffer/Leybold make pirani gauges (minimum No. 2) ➢ Edwards/Pfeiffer/Leybold make Penning gauge	
2.6	**Thin Film Deposition Controller**	➢ Quartz crystal sensors for thin film measurement -flexible positioning -height adjustable -water-cooled (**4 numbers**) ➢ PLC controlled automatic shutter for sensor head ➢ INFICON IC6 OR SQC 310 or equivalent or better make thin film deposition controller/monitor ➢ Frequency range: 1 to 6.5 MHz ➢ Resolution: +/- 0.012 Hz @ 4 readings/sec ➢ Rate display resolution: 0.01 Å/sec ➢ Thickness resolution: 0.015 Å @ 4 readings/sec ➢ Processes: 100 processes, 1000 layers, 50 films ➢ Co-deposition should be possible with up to 2 films ➢ Interfaces like RS-232 and USB needed ➢ Windows software needed	6
2.7	**Temperature controller**	➢ Necessary numbers of Temperature Controllers ➢ Based on Eurotherm® PID temperature controller ➢ Temperature resolution: 0.1 K ➢ Temperature sensor: type K	2
2.8	**Control Console**	➢ A stand-alone control console: long vertical rack including temperature controllers for metal; organic and thin film deposition controllers etc ➢ HMI ➢ Emergency stop button	1

Section 3: All other accessories for installation.

3	All other accessories for installation	➢ All accessories for the installation of the entire set-up of glove boxes along with integrated thermal evaporators needs to be provided ➢ Recirculation Chillers ➢ Computer ➢ SS piping for N_2 flow ➢ Hooking the glovebox to exhaust ➢ Vendor should install the set-up in our lab at IISER Pune. Demonstrate the claimed specifications. Train students and researchers ➢ Warranty for 3 years	5

Optional Items (additional accessories and extra spare parts): Please provide the pricing of the following optional items. **Cost of these optional items will not be part of commercial bid**.

- Butyl Rubber Gloves (0.4 mm thick) with O-rings (8 numbers)
- N_2 Gun for use inside glove box (2 numbers)
- Activated charcoal (10 Kg)
- Copper catalyst (5 kg)
- Molecular sieves (6 kg)
- PLC controlled solvent sensor for glove box (1 number)
- DN 40KF (4 numbers)
- 30 spare Quartz crystalgold coated monitors 6MHz
- 2cc Alumina Oxide crucibles 0.024” thick wall straight walled (15 numbers)
- Tungsten boats for Metal evaporation (15 numbers)

- Boats for LiF evaporations (10 numbers)
- Analytical weighing balance for use inside glove box 2. Minimum Display: 0.0001 g; Fully Automatic Time and Temperature Controlled Internal Adjustment calibration with shield; 120 or 200 g capacity.
- Al (100 or 200 g 99% pure) and Ag (100 g 99% pure)
- Basket heater (crucible sits inside basket) for evaporating calcium or MoO3 powder (2 numbers)
- Maintenance kit (including brush and cleaning tray)
- 500 ml of UV curing Glue
- UV lamp for curing
- Solar Simulator (class AAA) for integration through quartz window in glove box 1. Detailed specifications with manufacturer name needs to be provided. Include any other necessary accessories for the solar simulator.

Minimum marks for qualification: 90

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 –INR

Name of the Bidder _____ **Tender No.**_____

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

Total Bid price in _____ _____ in words.

Signature of Bidder :

Name :

Note:

The cost of optional items shall be indicated separately.

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

(a)Cost of spares _____

(b)Warranty if being charged include in BoQ

IISER PUNE

Annexure-'A'

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 NSIC/MSME		
2	Whether techno-commercial Bid contains, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.		

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
3	a) Whether the required Scanned copy of Tender Fee is being submitted with the quotation		
	b) Please specify the form of tender fee whether in the form of DD/NEFT		
4	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.		
5	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation		
6	Have you mentioned the validity period of the quotation as per our requirements		
7	a) Whether the Price reasonability Certificate is submitted with quotation		

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 copies of last two supply orders of the same item from other customers have been attached with the quotation		
8	Whether rates/amount of AMC after the warranty period is over has been mentioned		
9	Have you gone through the specification Clause & complied with the same		
10	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		
11	Whether compliance statement of specifications has been attached with the quotation.		
12	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		
13	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this.		

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
14	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?		
15	Do you agree about the date of commencement of warranty period & its extension is necessary.		
16	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		
17	Have you mentioned the guarantee/warranty period in your quotation and do you agree with guarantee clause?		
18	Spare parts		
19	After Sales service		
20	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?		

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	Whether list of specific user's for the same item & model as quoted along-with performance certificates from the users is submitted with offer		
22	Whether you agree to the penalty clause for late delivery & installation?		
23	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.		
24	a) Whether all the pages have been page numbered?		
	b) Whether quotation has been signed and designation & name of signatory mentioned.		

IISER PUNE

Annexure-'B'

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**

Annexure-'D'

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]

Annexure-'E'

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

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

Note: Purchase orders (preferably from the Govt. organizations) for whom similar supply has been made by the bidder in last three years.

Signature and Seal of the Manufacturer/ bidder ……

Place:

Date:

Annexure-'F'

BIDDER INFORMATION FORM

Company Name : _____
Registration Number : _____
Registered Address : _____
_____
_____
Name of Partners /Director :_____
_____
City : _____
Postal Code :_____
Company's Establishment Year :_____
Company's Nature of Business :_____

Company's Legal Status (tick on appropriate option)
1) Limited Company
2) Undertaking
3) Joint Venture
4) Partnership
5) Others

Company Category
1) Micro Unit as per MSME
2) Small Unit as per MSME
3) Medium Unit as per MSME
4) Ancillary Unit
5) SSI
6) Others

CONTACT DETAILS
Contact Name :_____
Email Id :_____
Designation :_____
Phone No :(_____) _____

Mobile No :_____

BANK DETAILS
Name of Beneficiary : _____
A/c. No. CC/CD/SB/OD: _____
Name of Bank : _____
IFSC NO. (Bank) : _____
Enclose scan copy of cancelled Cheque.
Branch Address and Branch Code: _____
_____

Other Details
Vendor's PAN No. _____

Vendor's GST No: _____

Annexure-'G'

CERTIFICATE
(to be provided on letter head of the firm)

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No.:

Annexure-'H'

Annual Maintenance Contract

We hereby certify that the Annual Maintenance Contract for the equipment, after expiry of warranty period will be charged as follows:

For Comprehensive AMC

1) 1st year _____ % of the equipment value
2) 2nd year _____% of the equipment value
3) 3rd year _____% of the equipment value.

For Non - Comprehensive AMC

1) 1st year _____ % of the equipment value
2) 2nd year _____% of the equipment value
3) 3rd year _____% of the equipment value.

We also certify that the spares for the equipment will be available for the equipment for _____ years.

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No.:

IISER PUNE

Annexure-I

CERTIFICATE
ON COMPANY LETTERHEAD

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed) . I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp
Of the Bidder

IISER PUNE

Annexure-'J'

DECLARATION OF LOCAL CONTENT AND AVAILABILITY/COMPLIANCE OF EQUIPMENT

(To be given on company's letter head - For equipment value below Rs.10 crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for equipment value above Rs.10 crores)

Date: _____

To,
The Director
Indian Institute of Science Education and Research Pune
Dr.Homi Bhabha Road, Pashan
Pune-411008

Sub: Declaration of Local content and availability/compliance of equipment

Item No.	Name of equipment	Currency (must be INR)	Local content %	Country of Origin	Comply/capable to provide (yes/no)
1					
2					
3					
4					

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."*

Yours faithfully,
(Signature of the Bidder, with Official Seal)

IISER PUNE

Annexure-'K'

BID SECURITY DECLARATION
(On company letter head)

To,
The Director
Indian Institute of Science Education and Research Pune.
Dr. Homi Bhabha Road, Pashan,
Pune-411008

Subject : Bid Security Declaration

It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that IISER, Pune is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further IISER, Pune is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

I/We are accepting that if we withdraw or modify our bids during period of validity etc., we will be suspended for the period of six months to participate in any tender issued by IISER Pune.

Date: **Signature of theTenderer**

Place: **Stamp**

Annexure-'L'

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 _____ 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 _____ and d 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

2. 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:

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, Consideration, gift, reward, favour, any material or immaterial benefit orother 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.

2.2 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.

2.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

2.4 BIDDERs shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.

2.5 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.

2.6 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.

2.7 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.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 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.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of BIDDER on 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.

3. Previous Transgression

3.1 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 GovernmentDepartment in India that could justify BIDDERs' exclusion from the tender process.

3.2 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, canbe terminated for such reason.

4. Earnest Money/Security Deposit

4.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. /- (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.

4.2. The Earnest Money/Security Deposit shall be valid up to a period of Three years

or the complete conclusion of contractual obligations to complete satisfaction ofboth the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 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.

4.4 No interest shall be payable by the BUYER to the BIDDER(s) on Earnest Money/ Security Deposit for the period of its currency.

5. <u>Sanctions for Violation</u>

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.

5.1The BUYER will be entitled to take or any of the actions mentioned at para 5.1 (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.

5.2 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.

6. Fall Clause

6.1 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.

7. Independent External Monitor(s)

7.1 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.

7.2 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

7.3 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

8. 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.

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

10. 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

11. Independent Monitor
The buyer will appoint independent monitors (hereinafter refereed to as monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, IISER Pune)

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 satisfactionof 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

1. _____

2 _____

Witness

1._____

2 _____

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

Checklist for BIDDERs

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

Envelope-1(Technical-Bid) (Following documents to be provided as single PDF file)				
Sl. No.	**Content**	**File Types**	**Document Attached**	**Please Fill page nos for respective document**
1	Scan copy of the Tender Fee of Rs.1,180/--	.PDF	(**Yes /No**)	
2	Format/Questionnaire for compliance as per Annexure-'A'	.PDF	(**Yes /No**)	
3	Format of compliance statement of specification as per Annexure-'B'	.PDF	(**Yes /No**)	
4	Manufacturer's Authorization Form as per Annexure-'D'	.PDF	(**Yes /No**)	
5	Previous Supply Order Format as per Annexure-'E'	.PDF	(**Yes /No**)	
6	Bidder Information form as per Annexure-'F'	.PDF	(**Yes /No**)	
7	Blacklist certificate as per Annexure-'G'	.PDF	(**Yes /No**)	
8	Certificate By Bidder- DPIIT Registration as per Annexure-I	.PDF	(**Yes /No**)	
9	**Self-Declaration by the bidder As per Annexure –'J' that the items offered meet the local/Non local content requirement in pursuance of Public Procurement Preference to Make in India, Order 2017 (Please specify)**	.PDF	**Class-I Class-II Non Local**	
10	BID Security Declaration As per Annexure-'K'	.PDF	(**Yes /No**)	
11	Pre Contract Integrity Pact as per Annexure 'L'	.PDF	(**Yes /No**)	
12	A copy of the Un-priced Commercial bid	.PDF	(**Yes /No**)	
13	List of deliverables as per Chapter- 4	.PDF	(**Yes /No**)	
14	**Solvency certificate for Rs 68.00 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account**	.PDF	(**Yes /No**)	
15	Undertaking that the successful BIDDER agrees to give a 3 % security deposit and Performance Bank Guarantee	.PDF	(**Yes /No**)	
16	Self-Attested copy of GST Number (as applicable)	.PDF	(**Yes /No**)	
17	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(**Yes /No**)	
Envelope-2(Financial-Bid)				
Sl. No.	**Content**	**File Types**	**Document Attached**	**Please Fill page nos for respective document**
1	Price bid should be submitted in PDF and excel Format	.PDF and excel	(**Yes /No**)	
2	Annual Maintenance Contract Annexure 'H'	.PDF	(**Yes /No**)	