

NOTICE INVITING TENDER

Indian Institute of Science Education and Research (IISER) Berhampur, is an autonomous Institute established under Ministry of Education, Department of Higher Education, Government of India.

Electronic Tenders are invited for supply of ICP-OES for use at Research laboratories in IISER Berhampur as per the quantities indicated in the section IV – Schedule of Requirement. The potential bidders are required to visit the website <https://www.gerpegov.com/IISERBP> for submission of tender.

Section - I: Invitation for Bid

NIT No. & Date	IISERBpr/S&P/GTE/2024-25/30 Dt July 31, 2024.		
GTE Ref. No	F. No. 51-03/2023-TS.VII Date. July 08, 2024		
Brief Description of the item to be procured	ICP-OES (Bench top design, dual view simultaneous inductively coupled plasma emission spectrometer)		
Quantity	01		
Bid Estimate	Rs.88,50,000/-		
Tender Category:	Goods		
Tender Type:	OPEN (ADVT.)		
Number of Covers:	TWO BID		
Covers Information / Submission of Bids			
Cover s No.	Cover Type	Description	Document Type
1.	Technical	Technical Specification, Tender Document duly signed and stamped on each page, EMD, Schedule of Requirement and Compliance, Bidders Information/ Indian Agent Information, Integrity Pact for more than Rs. 1 Crores, Purchase order copies, and all other formats available in tender documents duly completed in all respects.	To be filled online and Scanned copies to be uploaded for verification.
2.	Financial	Financial Bid	To be filled online
<p>Two Bid System:</p> <p style="margin-left: 40px;">Part - I: Techno-Commercial Bid.</p> <p style="margin-left: 40px;">Part - II: Price Bid.</p> <p>The prices should be shown against each item for the purpose of Insurance claims / replacements if any in a separate sheet and price should be quoted in price bid for whole equipment as specified in Annexure 1A of tender document.</p> <p>In case of any discrepancy in the rates indicated in the Price bid either in figures or words, the rates in words will be considered for evaluation.</p> <p>. Note: The technical offer should not contain any price information. If the price quoted is submitted in technical bid the tender will be rejected at the sole discretion of IISER Berhampur.</p> <p>Initially Technical Bids will be opened and evaluated by the purchase committee. Commercial bids of only Technically qualified bidders will be opened later.</p> <p>Contract/ Purchase Order will be awarded to the lowest bidder(L1) among them.</p>			

Form of Contract:	SUPPLY
EMD Fee Details	Rs. 1,80,000/- should be deposited through SBI I-Collect only, through the web link : https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=644974 https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=644974
Bid validity (Days):	90 days
Contract Type:	Tender
Pre-Bid Meeting date & Time	August 08, 2024 at 16:00Hrs, (Transit campus, IISER Berhampur)
Delivery Location:	IISER Berhampur, permanent campus
Submission End Date & Time of submission	August 30, 2024, 11:00Hrs
Place of Submission of Bid	Through Online, https://www.gerpegov.com /IISERBP
Bid Opening Date & Time:	August 30, 2024, 11:30Hrs
Bid Opening Place:	Store & Purchase Section, IISER Berhampur, Transit Campus, Govt. ITI, Engineering School Road, Berhampur, Odisha - 760010
For technical Clarifications please contact:	Dr. Azhar Mohammed Shaikh E-mail: azharms@iiserbpr.ac.in
Tender Inviting Authority:	Store purchase officer on behalf of Director, IISER Berhampur Tel. No.0680 2227-705/709

Other Terms and Conditions (Warranty):

Pre-Qualification criteria: Bidders must have supplied identical equipment (same or similar) to other IISERs/IITs/Central Universities/research institutes etc., of national repute in the last three years. Copies of Purchase orders have to be submitted as evidence of supply. The bidders also have to submit certificates from the Institute authorities showing successful functioning of the identical equipment supplied to them for the last five years.

Warranty: The warranty of the equipment will be as per the OEM product catalogue and the warranty clause indicated in Section IV of NIT, whichever is beneficial to the buyer (IISER Berhampur). Bidder shall note this requirement while quoting their rate. **Further CMC for 05 years after completion of warranty must be provided.**

Signing Authority:

Stores & Purchase officer

Section II: Instructions to Bidders

1. Preparation and Submission of offers.

- a) The tender shall be accepted only through online e-tendering process and all details pertaining to the tender and guidelines for e-tendering are available on the website <https://www.gerpegov.com/IISERBP>
- b) Intending contractors needs to register themselves on the e-tendering website <https://www.gerpegov.com/IISERBP> to get the USER ID and PASSWORD by paying required registration fee (Annual & Non-Refundable) through e-payment only and completing the steps specified on above referred website.
- c) All pages of the tender document shall be invariably signed by the authorized Personnel and Company's rubber stamp affixed. Photocopies of all certificates shall be self-attested by the authorized personnel. There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.
- d) Bidders must upload soft copies/scanned copies of all documents while uploading e-tender on the website. Submit hard copies of Challan generated on deposit of EMD through SBI I collect, Certificate and Declaration on non-judicial stamp paper, Security Deposit/ Performance Bank Guaranty.
- e) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- f) IISER Berhampur discourages High Sea Sale purchase. All tenders with High Sea Sale will be rejected.
- g) It is mandatory for all Indian Agents to submit copy of Indian Agent Agreement / Authorization letter from OEM / OEMs along with **tender specific authorization from OEM.**
- h) It is mandatory for Indian Agents, Indian subsidiaries and Indigenous bidders to have GSTN Registration No. and should submit duly filled Bidders Information along with the tender document.

2. Validity of the Bid. 90 Days from the last date of submission of bid

3. Cost of Bidding. The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be held responsible or liable for those costs incurred regardless of the conduct or outcome of the bidding process.

4. Amendments to Tender Document.

- a) At any time prior to the deadline for submission of bids, IISER Berhampur may, for any justified reason, whether on its own initiative or in response to the clarification sought by a prospective BIDDER may modify the bid document by issuing necessary corrigendum.
- b) All prospective BIDDERS who have downloaded the tender document are requested to visit IISER Berhampur website for any amendments / modifications and make a note of the same, which will be binding on them.

Deadline for Submission of Bids. Bids must be submitted only through e-tendering mode on <https://www.gerpegov.com/IISERBP> before the due date and time.

5. Bid Opening Process.

- a) In case of one bid system, e-technical & e-financial bid will be opened simultaneously in the presence of representatives of the bidders at IISER Berhampur.

- b) In case of two bid system, The Technical Bid will be opened in the first instance in the presence of Dept. Technical Evaluation Committee(TEC), representatives of the bidders at IISER Berhampur.
- c) Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the Dept. Technical Evaluation Committee(TEC) vendor's representatives subsequently at a later date for further evaluation. Date and Time of financial bid opening shall be intimated to technically qualified bidders only.
- d) One authorized representative of each of the bidder would be permitted to be present at the time of opening of the bids.
- e) The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the Technical/Commercial bid opening session.
6. **Supplementary Offer / Modification of Original Bid.** desirous to modify their offer/terms may submit their revised / supplementary offer (s) within the extended Tender Opening Date (TOD) by clearly stating to the extent of updation done to the original offer. The purchaser reserves the right to open the original offer along with the revised offer.
7. **Confidentiality**
- a) Information relating to the evaluation of bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. On completion of Technical Evaluation by the Committee, Vendors whose offer do not meet with the users Technical Specification will be restricted to participate in commercial bid opening process.
- b) Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- c) Notwithstanding, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.
8. **Deviation, Reservations and Omissions.** During the evaluation of Bids, the following definitions apply: -
- a) **"Deviation"** is a departure from the requirement specified in the Tender Documents;
- b) **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
- c) **"Omission"** is the failure to submit part or all of the information or documentation required in the Tender Documents.
9. **Correction of Arithmetical Errors.** Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: -
- a) 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;
- b) 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
- c) If there is a discrepancy between words and 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 (a) and (b) above.
- d) Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

11. **Evaluation of Bid.**

- (i) IISER Berhampur will evaluate technical and commercial acceptable offers on landed net Price basis.
- (ii) In case any BIDDER is silent on any clauses mentioned in this tender documents, IISER Berhampur shall construe that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
- (iii) No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
- (iv) The prices of the equipment (including indigenous items) and comprehensive warranty all together shall be considered in determining L1.

12. **Price Bid.**

- (i) **Price quoted should be in Indian Rupees, free delivery at IISER Berhampur Campus at site.**
- (ii) All the taxes including GST and other duties/levies should be shown separately.
- (iii) If bidder wish to give pricing details, may be attached in separate sheet.
- (iv) In case of Multiple options of same product, bidders are requested to quote only one best option and not multiple options.
- (v) It is mandatory to quote optional items on a separate sheet otherwise your quote will be rejected.

13. **Corrupt & Fraudulent Practices.**

- (i) IISER Berhampur 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.
- (ii) The terms set forth below are defined as follows: -
- (iii) **“Corrupt practice** “means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of in kind/value to influence the action of a public official in the procurement process or in contract execution;
- (iv) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement.
- (v) “Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non- competitive levels; and
- (vi) “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;
- (vii) IISER Berhampur will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- (viii) IISER Berhampur will give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.

14. Cancellation of Tender. Notwithstanding anything specified in this tender document, Purchaser / IISER Berhampur in his sole discretion, unconditionally and without assigning any reasons, reserves the rights: -

- (i) To accept OR reject lowest tender or any other tender or all the tenders.
- (ii) To accept any tender in full or in part.
- (iii) To reject the tender offer not confirming to the tender terms.
- (iv) Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected: -
- (v) Non-submission of complete offers as mentioned in the tender document,
- (vi) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
- (vii) Receipt of offers in open condition.
- (viii) Conditional Tenders and Unsigned Tenders will also be rejected.

15. Delivery: The successful BIDDER should deliver the material as per tender document/purchase order. **The successful bidder should emboss stickers of purchase order number on the material to be delivered.**

Special Note: The price bid and other documents have to be Submitted separately online at <https://www.gerpegov.com/IISERBP>

The date of Submission of online Technical and Financial will be as per tender notice.

16. Requirement for Vendors for uploading online tender.

P.C. Connected with internet

Registration with portal <https://www.gerpegov.com/IISERBP>

Class-III Digital signature certificate in the name of the company of the vendor is mandatory (in the name of the company who will be submitting the EMD & general information). This may be obtained by calling our helpdesk (09073677150 and 9674758726). Bids will not be recorded without Digital signature Certificate.

Bidders will have to pay Tender Processing fee (**Amount as per work order including GST**) (Non- Refundable) through e-payment in favour of M/s BECIL.

Note: Please check the Digital Signature Certificate. For more details, bidders may visit e-tendering portal and download the help manuals uploaded in the website.

Contact Person: -

Ms. Saswati Mujumdar Mob: 09674758722

Email: helplinetenderwizard@gmail.com

Help Desk No: 09073677150/09073677151/09073677152

Section III: Conditions of Contract

1. Award of Contract.

- a) IISER Berhampur shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- b) If more than one BIDDER happens to quote the same lowest price, IISER Berhampur reserves the right to award the contract to more than one BIDDER or any BIDDER.

1(A). Purchase preference to Local Manufacturers.

Implementation of Make in India policy of Govt. of India, DIPP Order dated June 15th, 2017, the order is issued in pursuant to Rule 153(iii) of the GFR 2017.

As per instructions of the above order purchase preference shall be given to local suppliers in the following manner: -

where the quantity is divisible

Among all qualified bids, the lowest bid will be termed as L1, if L1 is from a local supplier (Indigenous) the full quantity will be awarded to L1.

If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the Lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference i.e. 20%.

Where the quantity is not divisible

If the L1 bidder is local supplier then the contract will be awarded to L1.

If L1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (20%), and the contract shall be awarded to such local supplier subject to matching the L1 price.

***Here local supplier definition is not explained in the referred letter, however local supplier in the context of Make in India policy is Indigenously produced /processed goods and services.

2. Prices.

- a) The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
- b) **For Indigenous Supplies** - The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.

3. Pre-installation.

- a) Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.

4. Installation.

- a) BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract.
- b) Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.

5. **Training.**

- a) The BIDDER shall submit training proposal for the operation and maintenance to the personnel of IISER Berhampur on the offered equipment/machinery.
- b) Wherever needed, our 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.

6. **Terms of Payment.**

(a) **For Indigenous items.** 100% payment shall be made against satisfactory delivery and successful installation & commissioning of the equipment subject to submission/ extension of S.D. of 5% of Purchase order value in form of D.D. / B.G valid till 60 (sixty) days beyond the Warranty period.

(b) **For imported items.**

(i) 100% payment shall be made by wire/telegraphic transfer after delivery and acceptance after successful installation subject to submission of SD of 5% in form of DD/BG up to 60 (sixty) days beyond the Warranty period.

OR

(ii) 100% payment shall be made by Irrevocable Letter of Credit. Out of which 80% will be paid against submission of following documents: -

Air way Bills	- 2 copies
Packing List	- 2 copies
Invoice for shipping	- 4 copies

(c) Balance 20% shall be released after successful installation and commissioning of the equipment subject to submission/ extension of S.D. of 5% of Purchase order value in form of D.D. / B.G valid till 60 (sixty) days beyond the Warranty period.

(d) **Warranty payment.** Payment shall be released year wise on completion of each year's AMC subject to satisfactory services and submission of tax invoice.

Note. I. All bank charges outside India shall be borne by the supplier.

II. LC will be opened on receipt of unconditional acceptance of purchase order.

III. Accepted term of payment shall be clearly indicated in Tender / Offer document

7. **Legal Matters.** All Domestic and International disputes are subject to Berhampur, Odisha, jurisdiction only.

8. **Transfer and Subletting.** The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

9. **Force Majeure.** Force Majeure will be accepted on adequate proof thereof.

10. **Penalty/ Liquidated Damages.**

a) Timely delivery is the essence of the contract and hence if any consignment is delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to a maximum of 10% of total purchase order value.

b) IISER Berhampur reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties if any will be recovered by forfeiting PBG at vendor's cost and risks.

c) **Specification and Samples.** The suppliers shall supply the stores in accordance with the specifications/ descriptions of stores given in the acceptance of tender. The Purchaser reserved the rights to alter the description of stores including drawings given in the acceptance of tender. In the event any such alteration result in any

implication to the deliver and price, such implication shall be mutually agreed between the Purchaser and supplier. In case certified sample has been issued by the Purchaser and the Specifications / Drawings also exist in the acceptance of tender then the certified sample will govern the supply to the extent of material, workmanship and finished product.

11. **Supervision of Erection and Commissioning.** Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out. The successful BIDDER shall make necessary arrangement at their own expenses for stay, transport and other expenses of their specialist during their stay in which also includes imparting free of cost training to IISER Berhampur personnel.
12. **EARNEST MONEY DEPOSIT (GFR 2017 Rule 170).** The Techno-commercial Bids must accompany details of EMD. EMD should be in the form of bank transfer (I-Collect) / Challan at any branch of SBI. If any assistance required:-Bidders may visit by copying the URL (<http://www.iiserbpr.ac.in/pdf-doc/SBI%20Collect%20Guide.pdf>) to download SBI Collect Guide. The Techno-commercial Bids must accompany details of EMD payment. No interest shall be paid on earnest money deposited. Bidders having valid registration with NSIC/MSE for tendered item and value will be considered for exemption from EMD amount as per extant rules. Please submit bank account details for refund of EMD, in the RTGS IISER Berhampur format available on this link http://www.iiserbpr.ac.in/pdf-doc/RTGS%20NEFT%20Form_IISER%20Berhampur.pdf for getting the refund of EMD/Payment. The editable format of RTGS form is also available in <http://www.iiserbpr.ac.in/download-forms.php> in S&P tab.
13. **Performance Guarantee (GFR 2017 Rule 171).**
 - (i) Performance Guarantee Bond is mandatory.
 - (ii) Successful tenderer/ bidder should submit performance guarantee as prescribed above to be sent to Acting Stores & Purchase Officer, IISER Berhampur on or before 15 days from the due date of issue of order acknowledgment. The PGB to be furnished in the form of bank guarantee as per attached proforma with the tender documents, for an amount covering 5% of the purchase order value.
 - (iii) The Performance Guarantee should be established in favour of "The Director, IISER Berhampur".
 - (iv) PBG to be established through any of the National Banks (whether situated at Berhampur or outstation) with a clause to enforced the same on their local branch of Berhampur or any scheduled bank (other than national bank) situated at Berhampur. Bonds issued by co-operative banks will not be accepted.
 - (v) Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
 - (vi) The successful tenderer is entirely responsible for due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
 - (vii) The PBG shall be kept valid during the period of contract and shall continue to be enforceable for a period of 60 days beyond warranty period (i.e. Warranty period + 60 days) from the date of order acknowledgement. In case PBG needs extensions up to 60 days beyond warranty period then supplier shall initiate extensions to PBG one month prior to expiry of PBG.
 - (viii) For successful suppliers, if PBG is not submitted within **15 days** from the date of Order Acknowledgement, then the Purchase Order will be cancelled with forfeiting of EMD.
 - (ix) **No interest shall be payable by the buyer to the Bidder on PBG.**

Store & Purchase Officer

Section IV - Schedule of Requirements and Compliance

SI No.	Description	No. of Units
1	ICP-OES (Bench top design, dual view simultaneous inductively coupled plasma emission spectrometer)	01

DETAILED TECHNICAL SPECIFICATIONS

Annexure 1

ICP-OES (Bench top design, Dual view simultaneous inductively coupled plasma emission spectrometer):

Detailed Specifications:

1. Bench top design, True simultaneous and background correction including simultaneous measurements of all analyte wavelengths, internal standard and background ICP-OES system using solid-state detector technology & polychromator based optical system.
2. The Instrument must have an Echelle based polychromator that utilizes Charge Injection Device detector (CID) OR Charged Coupled Device Detector (CCD) OR SCD Detector. The resolution of the system must be 0.007nm at around 200nm or better. The entire optical system must be closed in a purged and thermo stated optical enclosure.
3. Viewing of the plasma must be computer controlled. Dual View (torch). The system should have option of selecting any wavelength in any mode (axial/radial or both) as per users' discretion.
4. The instrument must be able to perform determinations across the entire spectrum, both UV and Visible 167 – 785 nm or wider
5. Simultaneous echelle type grating & 250 mm or more effective focal length or better.
6. The semi demountable dually viewed torch is to be quickly and simply removable, fully interlocked and is to be supplied as standard with a 2.0mm diameter demountable center tube
7. The vertical torch mounting to ensure high-matrix robustness, which can be enhanced with the sheath gas accessory enabling the analysis of the most challenging samples.
8. The system should have fast startup time of just five minutes from standby mode to ensure the instrument is ready to analyze samples at any time during the working day.
9. Minimum integration time: 5 seconds or lesser

ICP SYSTEM GAS CONTROL:

10. The instrument must monitor all gas pressures through mass flow control. The interlocks must be continuously monitored and if any interlock is interrupted, the plasma should shutdown automatically. All the MFC or equivalent controllers should be factory fitted (4 MFC/ equivalent controllers or more).
11. Plasma ignition and shut down must be computer controlled and totally automated.
12. The instrument must include a mechanism to eliminate the cool end of the plasma for minimizing self – absorption and physical interference.
13. The optic system must have a beam blocker/equivalent mechanism to protect the optical components from the extreme UV region when no data acquisition is taking place.
14. The total gas consumption of the ICP including the purge gas must be < 18L/min.
15. The system is to be fully interlocked against gas failure.

SYSTEM DETECTOR

16. Solid- state detector (CID/CCD/SCD) optimized for performance across the entire emission spectrum, anti-blooming protection to enable the simultaneous measurement of trace level analytes in the presence of major matrix constituents.
17. The detector must have Auto –Integration that allows intense and trace signal to be measured simultaneously.

RF GENERATOR

18. The solid-state RF Generator must run at frequency of 27MHZ or more. The RF Power should be variable from 1000 to 1500 W in dual view mode or better with capability to use maximum available power

SAMPLE INTRODUCTION SYSTEM

19. The instrument must include appropriate ICP torch and Concentric Quartz nebulizer (Acid Resistant) spray chamber system as a standard for Aqueous sample. The system must be suitable for introducing the environmental (water, soil) as well as geological (rocks, minerals).
20. The system must include a four channel, variable speed, controlled peristaltic pump which allows for on-line addition of internal standards
21. Integrated Hydride Vapor System for Hydride forming elements – 1 No. and 1 extra set of Hydride kit consumables.
22. HF resistant kit – 1 No. and additional 1 set of HF resistant consumables (including torch and nebulizer and others)
23. Chiller/re-circulator. Vendor should supply chiller re-circulator of appropriate capacity along with the system. -1 No

Autosampler

24. Autosampler with 200 nos. or more vial capacity
25. Autosampler vial and cap – 1000 nos.

SYSTEM SOFTWARE

26. The instrument system software shall be based on the windows operating system-
27. The software shall provide full control of all instrument functions including plasma ignition, gas flows, viewing position, and monitoring of safety interlocks.
28. Software should also have comprehensive wavelength library (40,000 lines or more) with indication of preferred line for each element. It should feature automatic identification of possible spectral interferences when selecting wave lengths for analysis and should have search mode for identification of unknown wave lengths.
29. The facility for automatic back up of data onto a server must be offered along with the instrument software.
30. Minimum 2 offline software licenses must be provided as standard.

PERFORMANCE

31. The instrument must meet all EPA contract lab required detection limits.
32. The instrument must have superior signal detection and a working dynamic range of 9 orders of magnitude with the ability to use alternate wavelengths that measured simultaneously.
33. Time from stand-by/power-off mode to first measurement should be 5 minutes
34. Simultaneous analysis of all elements presents in your sample at a time.
35. Analysis of 20 elements with 3 wavelengths for each element, 10 seconds or better integration, three replicates shall be in less than 2 minutes should be possible & needs to be demonstrated from complete power-off mode.
36. Detection of Hg < 5ppb without using HVG should be possible.
37. Instrument must have proper mechanism for removal of/avoid the inter elemental interferences.

INSTALLATION ACCESSORIES:

38. The scope of supply should also include branded PC, Monitor 21" wide screen LED TFT with Resolution 1920 x 1080 or more
 - Processor Intel Core i5 4.0 GHz Processor
 - Memory 16GB RAM; Hard Disk Drive 1 TB
 - On board graphics chip with 128 MB RAM
 - Optical Drive DVD Writer
 - Minimum 4 USB ports; Keyboard, Mouse
 - Microsoft™ Windows™ 7 Professional with Service Pack 1 (64 bit) (License Version)
 - Microsoft.NET™ Framework 4.0
 - 21" TFT Color Monitor with Display resolution 1920 × 1080 pixel
 - Adobe Reader™ for viewing PDF reports
 - Recommended: 1 parallel port; Recommended: 2 serial ports
 - Network card 10/100
 - Licensed version operating Software -windows 10 or latest
39. A mono laser printer,
40. High-pressure Argon gas regulator -2Nos
41. Stainless Steel Hood with Exhaust Fan including necessary fitting and Ducting Facility filters etc. along with suitable capacity
42. Argon Gas Cylinder, Purity: 99.999% in 47 ltrs Carbon Steel Cylinder with Valve and Valve guard. Gas Volume: 7.0 m3 (05 Nos.).
43. Gas Purification Panel for the above gas include Molecular Sieve, Moisture & Oxygen traps with necessary Tubing's, Nuts, Ferrules and Manifold
44. 10 KVA or more UPS for inductive load with built-in isolation transformer with 60 minutes back up.

45. Multi-element Standards (minimum 5 standards for each element) for calibration (125 ml). Standards must include elements such as: Ag, Al, As, Au, B, Ba, Be, Bi, Ca, Cd, Co, Cr, Cu, Fe, K, Li, Mg, Mn, V, Mo, Na, Ni, P, Pb, S, Sb, Si, Se, Sn, Sr, Ti, Zn, Zr, Hg, Pd, Ta, Nb and REEs such as La, Ce, Pr, Nd, Sm, Eu, Gd, Tb, Dy, Ho, Er, Tm, Yb, Lu, Y, Sc, U, Th.
46. Multi-element internal standards for elements such as: (Ag, Al, As, Au, B, Ba, Be, Bi, Ca, Cd, Co, Cr, Cu, Fe, K, Li, Mg, Mn, V, Mo, Na, Ni, P, Pb, S, Sb, Si, Se, Sn, Sr, Ti, Zn, Zr, Hg, Pd, Ta, Nb and REEs such as La, Ce, Pr, Nd, Sm, Eu, Gd, Tb, Dy, Ho, Er, Tm, Yb, Lu, Y, Sc, U, Th). To be provided of volume (125 ml).

Recommended Consumables to be included in the offer:

47. Tuning solution 100ml: 2 Nos
48. EMT/relevant Duo Torch: 2 Nos
49. Centre Tube 2.0: 3 Nos
50. Nebulizer: 2 nos.
51. Internal standards for tubing aqueous: 5 Nos.
52. Pump tubing aqueous sample (pack 6): 5 Nos
53. Pump tubing aqueous drain (pack 6): 5 Nos

Platinum Wares:

54. P/N:(KP1002A): Semi-Heavy Crucible,95%Pt, 5% Au 30g –crucible. (2 Nos).
55. P/N: KP1009A: 40mm Mold 95%Pt 5% Au 35 grams. (2 Nos).

Warranty:

56. Default OEM warranty is One year. Further CMC for 05 years after completion of warranty must be provided.

Training:

57. The supplier must provide 3 weeks of comprehensive training on sample and standard preparation, operation, application and maintenance of the instrument after installation and initial demonstration (apart of basic installation, familiarization & operational training at the time of installation) at IISER Berhampur. The training must be given after the installation of the instrument.

Technical Compliance Statement

Annexure 1A

Equipment/ Item: Bench Top Design, Dual view simultaneous Inductively Coupled Plasma Emission Spectrometer (ICP-OES)

S. No.	Specification of Equipment	Compliance please write Yes/No	Make/Brand & Model No. of the Quoted Item	Remarks
	<u>SPECTROMETER:</u>			
1	Bench top design, True simultaneous and background correction including simultaneous measurements of all analyte wavelengths, internal standard and background ICP-OES system using solid-state detector technology & Polychromator based optical system.			
2	The Instrument must have an Echelle based polychromator that utilizes Charge Injection Device detector (CID) OR Charged Coupled Device Detector (CCD) OR SCD Detector. The resolution of the system must be 0.007nm at around 200nm or better. The entire optical system must be closed in a purged and thermo stated optical enclosure.			
3	Viewing of the plasma must be computer controlled. Dual View (torch). The system should have option of selecting any wavelength in any mode (axial/radial or both) as per users' discretion.			
4	The instrument must be able to perform determinations across the entire spectrum, both UV and Visible 167 – 785 nm or wider			
5	Simultaneous echelle type grating & 250 mm or more effective focal length or better.			
6	The semi demountable dually viewed torch is to be quickly and simply removable, fully interlocked and is to be supplied as standard with a 2.0mm diameter demountable center tube			
7	The vertical torch mounting to ensure high-matrix robustness, which can be enhanced with the sheath gas accessory enabling the analysis of the most challenging samples.			
8	The system should have fast startup time of just five minutes from standby mode to ensure the instrument is ready to analyze samples at any time during the working day.			
9	Minimum integration time: 5 seconds or lesser			
	<u>ICP SYSTEM GAS CONTROL:</u>			

10	The instrument must monitor all gas pressures through mass flow control. The interlocks must be continuously monitored and if any interlock is interrupted, the plasma should shutdown automatically. All the MFC or equivalent controllers should be factory fitted (4 MFC/ equivalent controllers or more).			
11	Plasma ignition and shut down must be computer controlled and totally automated.			
12	The instrument must include a mechanism to eliminate the cool end of the plasma for minimizing self – absorption and physical interference.			
13	The optic system must have a beam blocker/equivalent mechanism to protect the optical components from the extreme UV region when no data acquisition is taking place.			
14	The total gas consumption of the ICP including the purge gas must be < 18L/min.			
15	The system is to be fully interlocked against gas failure.			
	<u>SYSTEM DETECTOR</u>			
16	Solid- state detector (CID/CCD/SCD) optimized for performance across the entire emission spectrum, anti-blooming protection to enable the simultaneous measurement of trace level analytes in the presence of major matrix constituents.			
17	The detector must have Auto –Integration that allows intense and trace signal to be measured simultaneously.			
	<u>RF GENERATOR</u>			
18	The solid-state RF Generator must run at frequency of 27MHZ or more. The RF Power should be variable from 1000 to 1500 W in dual view mode or better with capability to use maximum available power			
	<u>SAMPLE INTRODUCTION SYSTEM</u>			
19	The instrument must include appropriate ICP torch and Concentric Quartz nebulizer (Acid Resistive) spray chamber system as a standard for Aqueous sample. The system must be suitable for introducing the environmental (water, soil) as well as geological (rocks, minerals).			
20	The system must include a four channel, variable speed, controlled peristaltic pump			

	which allows for on- line addition of internal standards			
21	Integrated Hydride Vapor System for Hydride forming elements – 1 No. and 1 extra set of Hydride kit consumables.			
22	HF resistant kit – 1 No. and additional 1 set of HF resistant consumables (including torch and nebulizer and others)			
23	Chiller/re-circulator. Vendor should supply chiller re-circulator of appropriate capacity along with the system. -1 No			
	<u>Autosampler</u>			
24	Autosampler with 200 nos. or more vial capacity			
25	Autosampler vial and cap – 1000 nos.			
	<u>SYSTEM SOFTWARE</u>			
26	The instrument system software shall be based on the windows operating system. It should be compliant ready (21 CFR part 11 party levels)			
27	The software shall provide full control of all instrument functions including plasma ignition, gas flows, viewing position, and monitoring of safety interlocks.			
28	Software should also have comprehensive wavelength library (40,000 lines or more) with indication of preferred line for each element. It should feature automatic identification of possible spectral interferences when selecting wave lengths for analysis and should have search mode for identification of unknown wave lengths.			
29	The facility for automatic back up of data onto a server must be offered along with the instrument software.			
30	Minimum 2 offline software licenses must be provided as standard.			
	<u>PERFORMANCE</u>			
31	The instrument must meet all EPA contract lab required detection limits.			
32	The instrument must have superior signal detection and a working dynamic range of 9 orders of magnitude with the ability to use alternate wavelengths that measured simultaneously.			
33	Time from stand-by/power-off mode to first measurement should be 5 minutes			

34	Simultaneous analysis of all elements presents in your sample at a time.			
35	Analysis of 20 elements with 3 wavelengths for each element, 10 seconds' integration, three replicates shall be in less than 2 minutes should be possible & needs to be demonstrated.			
36	Detection of Hg < 5ppb without using HVG should be possible.			
37	Instrument must have proper mechanism for removal of/avoid the inter elemental interferences.			
	<u>INSALLATION ACCESSORIES:</u>			
38	The scope of supply should also include branded PC, Monitor 21" wide screen LED TFT with Resolution 1920 x 1080 or more			
	<ul style="list-style-type: none"> • Processor Intel Core i5 4.0 GHz Processor 			
	<ul style="list-style-type: none"> • Memory 16GB RAM; Hard Disk Drive 1 TB 			
	<ul style="list-style-type: none"> • On board graphics chip with 128 MB RAM 			
	<ul style="list-style-type: none"> • Optical Drive DVD Writer 			
	<ul style="list-style-type: none"> • Minimum 4 USB ports; Keyboard, Mouse 			
	<ul style="list-style-type: none"> • Microsoft™ Windows™ 7 Professional with Service Pack 1 (64 bit) (License Version) 			
	<ul style="list-style-type: none"> • Microsoft.NET™ Framework 4.0 			
	<ul style="list-style-type: none"> • 21" TFT Color Monitor with Display resolution 1920 x 1080 pixel 			
	<ul style="list-style-type: none"> • Adobe Reader™ for viewing PDF reports 			
	<ul style="list-style-type: none"> • Recommended: 1 parallel port; Recommended: 2 serial ports 			
	<ul style="list-style-type: none"> • Network card 10/100 			
	<ul style="list-style-type: none"> • Licensed version operating Software - windows 10 or latest 			
39	A mono laser printer,			
40	High-pressure Argon gas regulator -2Nos			
41	Stainless Steel Hood with Exhaust Fan including necessary fitting and Ducting Facility filters etc. along with suitable capacity			

42	Argon Gas Cylinder, Purity: 99.999% in 47 ltrs Carbon Steel Cylinder with Valve and Valve guard. Gas Volume: 7.0 m3 (05 Nos.).			
43	Gas Purification Panel for the above gas include Molecular Sieve, Moisture & Oxygen traps with necessary Tubing's, Nuts, Ferrules and Manifold			
44	10 KVA or more UPS for inductive load with built-in isolation transformer with 60 minutes back up			
45	Multi-element Standards (minimum 5 standards for each element) for calibration (125 ml). Standards must include elements such as: Ag, Al, As, Au, B, Ba, Be, Bi, Ca, Cd, Co, Cr, Cu, Fe, K, Li, Mg, Mn, V, Mo, Na, Ni, P, Pb, S, Sb, Si, Se, Sn, Sr, Ti, Zn, Zr, Hg, Pd, Ta, Nb and REEs such as La, Ce, Pr, Nd, Sm, Eu, Gd, Tb, Dy, Ho, Er, Tm, Yb, Lu, Y, Sc, U, Th.			
46	Multi-element internal standards for elements such as: (Ag, Al, As, Au, B, Ba, Be, Bi, Ca, Cd, Co, Cr, Cu, Fe, K, Li, Mg, Mn, V, Mo, Na, Ni, P, Pb, S, Sb, Si, Se, Sn, Sr, Ti, Zn, Zr, Hg, Pd, Ta, Nb and REEs such as La, Ce, Pr, Nd, Sm, Eu, Gd, Tb, Dy, Ho, Er, Tm, Yb, Lu, Y, Sc, U, Th). To be provided of volume (125 ml).			
	<u>Recommended Consumables to be included in the offer:</u>			
47	Tuning solution 100ml: 2 Nos			
48	EMT/relevant Duo Torch: 2 Nos			
49	Centre Tube 2.0: 3 Nos			
50	Nebulizer: 2 nos.			
51	Internal standards for tubing aqueous: 5 Nos.			
52	Pump tubing aqueous sample (pack 6): 5 Nos			
53	Pump tubing aqueous drain (pack 6): 5 Nos			
	<u>Platinum Wares:</u>			
54	P/N:(KP1002A): Semi-Heavy Crucible,95%Pt, 5% Au 30g –crucible. (2 Nos).			
55	P/N: KP1009A: 40mm Mold 95%Pt 5% Au 35 grams. (2 Nos).			
	<u>Warranty:</u>			
56	Default OEM warranty is One year. Further CMC for 05 years after completion of warranty must be provided			
	<u>Training</u>			
57	The supplier must provide 3 weeks of			

	comprehensive training on sample and standard preparation, operation, application and maintenance of the instrument after installation and initial demonstration (apart of basic installation, familiarization & operational training at the time of installation) at IISER Berhampur. The training must be given after the installation of the instrument.			
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TEMPLATE FOR PRE QUALIFICATION CRITERIA

Sl. No.	Pre – Qualification Criteria	Compliance Yes / No
1	Bidders must have supplied similar growth chambers to at least five R&D laboratories in India that are being used currently, with contact details of the concerned person in each institute.	
2	Submit Copies of Purchase orders have to be submitted as evidence of supply.	
3	The bidders also have to submit certificates from the Institute authorities showing successful functioning of the growth chamber	

TECHNO-COMMERCIAL BID

E-Tender Enquiry No. IISERBpr/S&P/GTE/2024-25/30 Dt 31-07-2024.
Supply of Research Equipment for use at IISER Berhampur

1.	Name of Tendering Company with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)			
2.	Do you possess trade license issued by Competent Authorities in India? If so, please enclose a copy.			
3.	Name of Proprietor / Director			
4.	Furnish following particulars of the Registered Office			
	a. Complete Postal Address			
	b. Telephone No.			
	c. Fax. No.			
5.	Furnish following particulars of the Local Branch Office. (if any)			
	a. Complete Postal Address			
	b. Telephone No.			
	c. Fax. No.			
5.	d. E-Mail Address			
6.	PAN No. (Attach Attested Copy)			
7.	TIN No. (Attach Attested Copy)			
8.	If Manufacturer – PI. attach the certificate of Registration If Authorized Dealer / Distributer – PI. attach relevant tender specific authorization certificate.			
9.	Furnish details of registration with the competent authority in case procurement from a bidder of a country which shares a land border with India in accordance with Ministry of Finance, GoI order No. F.7/10/2021-PPD(1) dt. Feb 23, 2023.			
10	Financial Turnover for the last three Financial Years (Please attach copy of certificate by Chartered Accountant in original) The bidder should have 50% of the estimated value of the equipment.	2021-22		
		2022-23		
		2023-24		
11	Give details of the major clients – Educational Institutes/Universities, Government Departments, Research Organizations, to whom item/material of the same type have been supplied by the bidder during the last two years in the following format.	Name of Client	PO No. & Date	PO Value
12	The agency should not have been black listed or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc. .A notarized certificate to this fact should be enclosed with techno-commercial bid as per attached format.			
13	Are you an ISO certified manufacturer? If so, please attach a copy of the certificate.			
14	Please specify the minimum time required to supply the item / material from the date of receipt of the Purchase Order			

15	Additional information, if any (Attach separate sheet, if required)	
16	EMD Details, if exempted please upload relevant certificate.	
17	Price Basis (please mention the appropriate INCO term i.e FOB/FCA/CIP/CIF/FOR)	
18	Country of origin	
19.	Indicate approximate dimensions of the packages	
20.	Total weight of consignment	

FORMAT FOR INTEGRITY PACT

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

Director IISER Berhampur represented through Stores and Purchase Officer, IISER Berhampur, (Hereinafter referred as the institute, „Principal/Owner“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred To as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for.....

(Name of work)

Here in after referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent **practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of Indian Penal Code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector

Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IISER Berhampur.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. 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.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

1.

2.

2.

(signature, name and address)

(signature, name and address)

Place :

Place :

Date :

Date :

CERTIFICATE OF COMPLIANCE
(To be given on Company Letter Head)

Date : _____

To,

The Registrar,
IISER Berhampur
Berhampur, Ganjam District
Odisha – 760010

Sub: Certificate of Compliance

Tender Reference No: _____

Name of Tender: _____

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We declare that our company is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that all requirements in this regard are fulfilled and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,

(Signature of the Bidder, with Official Seal)

DECLARATION OF LOCAL CONTENT

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

Date : _____

To,

The Registrar,
IISER Berhampur
Berhampur, Ganjam District
Odisha – 760010

Sub: Declaration of Local content Tender Reference No: _____

Name of Tender : - _____

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has ____% local content.

“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.

The bidders cannot claim services such as transportation, insurance, installation, commissioning , training and after sales service support like AMC/CMC etc as local value addition.

“*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)

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT BERHAMPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BERHAMPUR OR ANY SCHEDULED BANK SITUATED AT BERHAMPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.). Foreign Bank's PBG will be accepted for imported items from OEM only.

To,
The Director,
IISER Berhampur, Govt. ITI Campus, Engineering School Road, Berhampur, Odisha -760010.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Science Education and Research, Berhampur (Buyer) have placed an order for supply of (item name)..... vide Purchase Order Number..... Dt..... and NIT No. dt. ANDWHEREAS

the said Purchase Order requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "The Director, Indian Institute of Science Education and Research, Berhampur" in the form of Bank Guarantee for Rs.....

(5% (Five percent) of the purchase value) and valid till 60 days beyond warranty period (i.e. Warranty period + 60 days) from the date of issue of Performance Guarantee Bond may be submitted within (Fifteen)15 days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document, purchase order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Science Education and Research, Berhampur on demand and without protest or demur Rs (Rupees.).

This Bank further agrees that the decision of Indian Institute of Science Education and Research, Berhampur (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Science Education and Research, Berhampur (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IISER Berhampur serve upon us a written claim or demand on or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor: Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

FORMAT FOR CERTIFICATE & DECLARATION

CERTIFICATE & DECLARATION

I have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I declare that all the provisions of this Tender are acceptable to my company.

2. 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, Berhampur is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

3 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, Berhampur is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

4. 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.

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

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

Date

Signature of the Tenderer

Place

Stamp

Note: This certificate should be executed on duly notarized` 100/- NJ Stamp Paper.

Price Bid
for Indigenous Supplies, Quotes in INR only
E-Tender Enquiry No. IISERBpr/S&P/2024-25/30 Dt July 31, 2024.

Sr. No.	Description of Item	HSN/SAC Code	Quantity in Units	Unit Price ₹	Discount %	IGST %	CGST %	SGST%	Total Bid Price ₹
1	ICP-OES (Bench top design, dual view simultaneous inductively coupled plasma emission spectrometer) (Specification as per tender document)		01						
	Installation and commissioning charges								
	Other Charges -Please Specify Details								
Grand Total									

HSN Code: "Harmonized System of Nomenclature Code No." and SAC Code:" Service Accounting Codes

1.	Delivery mode	Delivery at IISER Berhampur, at site only.
2.	Total Bid price	should be inclusive of all taxes and levies transport, loading, unloading etc.
3.	Validity of bid	Minimum 90 days from the date of submission of quotation/tender.
4.	Payment Term	

Note : Prices quoted in other currencies will be summarily rejected

Price Bid
for Imported Supplies - CIP/DDP
(for procurement against this instant NIT)
NIT No. IISER Bpr/S&P/2024-25/30 dt. July 31, 2024

Sr. No.	Description of Item & Specification	HSN /SAC Code	Quantity in Units	Currency	*IGST %	Price Basis CIP (Kolkata) /DDP	Total Bid Price
1.	ICP-OES(Bench top design, dual view simultaneous inductively coupled plasma emission spectrometer) (Specifications as per section IV of NIT)		1				
	Installation and commissioning charges (if any, quote in INR)						
	Agency Commission (if any, quote in Percentage %) in INR Only						
	Other Charges (Please Specify Details)						
Grand Total							

HSN Code: "Harmonized System of Nomenclature Code No." and SAC Code:" Service Accounting Codes Code No."

1.	Delivery Period	
2.	Terms of Payment (L/C, Wire Transfer)	
3.	Validity of bid	90 days
4.	Country of Origin	

Price Bid for Optional items / CMC/AMC

(for Optional Items - The Institute will decide based on its requirements and may be evaluated separately)

OEM Default warranty as per product catalogue : _____

Description	INR
Please quote your most competitive Package Rates for extended warranty after the default OEM warranty:	
1 st Year	
2 nd Year	
3 rd Year	
4 th year	
Please quote your most competitive package Rates for Comprehensive Maintenance Contract after the extended warranty:	
1 st year	
2 nd Year	
3 rd Year	
4 th year	
5 th Year	
Please quote your most competitive package Rates for AMC for a period of : One Year	
Two Years	
Three Years	
Please quote prices of Optional items /equipment if any	
1.	
2	
3	
4	
5	
6	
7	
8	
9	
10	