

**DOMESTIC TENDER ENQUIRY****Domestic/ Tender Enquiry No: IISERBPr/S&P/2024-25/56**      **Date: November 06, 2024**

Indian Institute of Science Education and Research (IISER) Berhampur invites online bids (e-tender) in two bids systems, from OEM/ its Authorized Agents / its System Integrator Partner having Direct Purchase and Support Agreement with the OEM.

**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%

Brief Details of Tender:

Item Description	Qty	Tender Value
Multiplex Array System (For detailed technical specification please refer to Chapter-4)	01 No	Rs 40,00,000/-

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website [www.iiserbpr.ac.in](http://www.iiserbpr.ac.in) and the 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**

S. No.	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	06-11-2024	18:00hrs
2	Bid Submission Start Date	06-11-2024	18:00hrs
3	Bid Submission Close Date	27-11-2024	11:00Hrs
4	Opening of Technical Bids	28-11-2024	11:30Hrs

No manual bids will be accepted. All quotations (both Technical and Financial should be submitted to 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.

**Note:** This is a domestic Tender according to the DPIIT Order dated 15/07/2017 and subsequent amendments to the order for Public Procurement Preference & PROVISION FOR LOCAL SUPPLIERS TOWARDS PREFERENCE TO MAKE IN INDIA. The bidder required to declare the percentage of Local content for the quoted instrument as per Annexure – I and submit with the Technical Bid. Bidder should also give details of the location(s) at which the local value addition is made.

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## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n Code / e Mudra 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**

9. 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.
10. 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.
11. 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**

12. Bidder should consider any corrigendum published on the tender document before submitting their bids.
13. 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.
  1. 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.

14. 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**

15. 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.
16. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
17. Financial Bids can be submitted in PDF format (As per Chapter 5). Any additional components, which the bidder wants to quote and if it's not available in BoQ, can be quoted in the PDF format. The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
18. Bidders are requested to note that they should necessarily submit their financial bids in the format provided (as per Chapter-5) and no other format is acceptable. The Financial Bid can be submitted in PDF format also. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
19. 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.
20. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
21. 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.
22. Kindly add scanned PDF of all relevant documents in a single PDF file of the compliance sheet.

### **ASSISTANCE TO BIDDERS**

23. 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.
24. 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.**

## TENDER INFORMATION SUMMARY

<b>Basic Tender Details</b>			
Tender Title	Goods		
Tender Reference No	IISERBPR/S&P/2024-25/56		
Tender Type	Open tender		
Bidding System	Two Bid		
Procuring Organization	IISER Berhampur	Procuring Entity	Ministry of Education
Authority on whose behalf tender is invited	President of India	Through	Head of Procurement
Tender Inviting Authority	IISER Berhampur	Address	IISER Berhampur, Transit Campus, Govt. ITI, Engineering School Road, Berhampur, Odisha - 760010
<b>Item Details</b>	Multiplex Array System		
Terms of Delivery	FOR IISER Berhampur		
<b>Critical Dates</b>			
Bid publishing Date	06-11-2024	Bid Validity	90 days
Document download start date	06-11-2024	Clarification end date & time	Not later than 7 days before the bid submission deadline.
Bid submission start date & time	06-11-2024	Bid submission closing date & time	27-11-2024
Tender Opening (Techno commercial Bid ) Date & time	28-11-2024 11:30Hrs	Tender Opening (Financial Bid)	To be intimated later
<b>Eligibility to Participate</b>	Refer para 2 of chapter 2 of the tender documents		
Is this item reserved for exclusive procurement from MSE			No
Nature of Bidders eligible-		OEM/Dealers authorised by OEMs	
<b>Documents related to Bid Security/Performance Security</b>			
Bid Security	2% of Bid Value Rs. 80,000/- (In lieu of bid security, bid securing declaration is to be submitted by all bidders. (NEFT/Bank Mandate is attached)		
Performance Security	5% of value of the Purchase Order		
<b>Pre-bid Conference</b>			
Pre-bid conference applicable or Not		Yes	
Place, time and date of pre-bid conference	Transit Campus IISER Berhampur		
11-11-2024 at 16:30Hrs			

**Chapter 1****INVITATION FOR TENDER**

1. Indian Institute of Science Education and Research (IISER), Berhampur invites e-Tender for Supply, installation, and commissioning of **Multiplex Array System**. The Bidders are requested to give detailed tender in two Bids i.e.

- a. Part - I: Technical Bid.
- b. Part - II: Commercial Bid.

**2. TIME SCHEDULE**

S. No.	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	06-11-2024	18:00 Hrs.
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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 TENDERS**

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

**4. Technical Bid**

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

- (a) 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 – 'C'
- (d) Bid Security Declaration as per Annexure- 'D'
- (e) Previous Supply Order List Format as per Annexure – 'E'.
- (f) Bidder Information Form as per Annexure – 'F'.
- (g) Blacklist Certificate as per Annexure – 'G'.
- (h) Certificate by Bidder- DPIIT Registration Annexure – 'H'.
- (i) Self-declaration by the bidder as per annexure –'G' that the items offered meet the local/non local content requirement in pursuance of public procurement preference to Make in India Order, 2017 (please tick appropriate option Annexure –'I')
- (j) No Relationship Certificate Annexure – 'J'.
- (k) Annual Maintenance Contract - Annexure-'K'
- (l) Acceptance of tender terms Annexure- 'L'
- (m) Integrity Pact (if the estimated cost of the tender is above ₹1.0 Cr) – Annexure-'M'
- (n) Copy of GST No. and PAN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, the purpose of registration and the validity period of registration, and a copy of DGS&D registration wherever it is applicable should also be provided in Technical Bid.
- (o) A Well-defined and described solution document in adherence to the technical

specifications documented in this tender along with technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions

- (p) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME.
- (q) Details of supplies of similar Works, along with photocopies of previous Purchase orders and details of place of supply along with contact details.
- (r) Please quote the specific model number catalog number with a detailed description of the item quoted.
- (s) Also enclose the technical literature brochure of the quoted items.

5. **Contact for information:**

Stores & Purchase Officer  
Indian Institute of Science Education and Research Berhampur  
Transit campus, Govt ITI Building  
Berhampur, Odisha-760010  
Email: [purchase@iiserbpr.ac.in](mailto:purchase@iiserbpr.ac.in)  
Ph:0680-22277709  
Website: <http://www.iiserbpr.ac.in>

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

7. **Technical Specifications:**

- (a) Time & Specifications are the basic essence of the contract. It must be ensured that the offers must be strictly as per the tender specifications and must strictly adhere to the project/delivery timelines. 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.
- (b) 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.
- (c) The Technical bid should not contain any price information (or) anything related to Financial Bid. Any mention of commercials/prices in the technical bid shall lead to disqualification of the tender and shall not be considered for further evaluation process.
- (d) Non-compliance of the above shall be treated as incomplete/ambiguous bid and the bid will be ignored/rejected without giving an opportunity for clarification/negotiation etc. to the bidder.

8. **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

9. **Envelope 2: “Commercial Bid” shall contain:**

- (a) Cost of all the items should be mentioned clearly and individually in the

Commercial Offer (Part-II) only.

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

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

(d) List of deliverables / Bill of materials and services.

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

**Note:**

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

10. IISER Berhampur 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 Berhampur. The bidder is not supposed to incorporate the amendment in the body of the tender document

11. **Terms of the Technical Committee**

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

(b) The technical evaluation will be an assessment of the Technical Bid. IISER, Berhampur 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, Berhampur will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.

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

(d) 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, Berhampur or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.

(e) 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.

(f) After the technical evaluation is completed and approved, IISER, Berhampur 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>).

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

(h) the event of seeking any clarification from various BIDDERS by IISER, Berhampur, 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.

(i) 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.

(j) The Institute may call for Technical Presentation/mock-up/demo of the product as a part of the technical evaluation by giving sufficient time for the bidders to decide for the same.

12. **Commercial Bid Evaluation:**

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

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

(c) If there are any discrepancies in price schedule and tender document please refer to the BOQ in the Central Public Procurement Portal, the BOQ item/words/conditions mentioned in BOQ prevails

13. The Director, IISER Berhampur reserves the right to accept the offer in full or in parts or reject summarily or partly.

14. The relatives / near relatives of employees of the client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

**CHAPTER-2: INSTRUCTIONS TO BIDDERS****1. PREPARATION AND SUBMISSION OF OFFERS:**

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

**One Indian Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian Agent is representing another manufacturer for the same item. Bids from only one authorized distributor/retailer/ reseller will be entertained, who has authorization from the company to quote for this tender. Multiple bids from various distributors from the same manufacturer will not be entertained & the Company/ Principal providing multiple authorizations will be rejected from the tender.**

- (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. Before the deadline for submission of the bid, IISER Berhampur 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 Berhampur website.
- (e) Conditional tenders will be summarily rejected.
- (f) The Authorization Certificate from the OEM on their letter head must be given clearly authorizing the bidder as their representative for this tender. The details of the tender like the tender number, date and name of the Institute must be clearly mentioned by the OEM in its authorization letter given for submission to the bidder. Failure to submission of this document (or) improper/incomplete/any generic (or) vague documents shall lead to rejection of the bid.

2. **Pre-Qualification criteria:** - Bidders must have supplied identical item (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 three years

**3. Delivery Period / Timeliness:**

The deliveries & installation must be completed **within 45 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 Berhampur's plans of completing the project within the time frame.

**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:**

- (a) 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
- (b) Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

6. **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.

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

- (a) The IISER Berhampur 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 Berhampur, the quantities in the contract may be enhanced by 25% within the delivery period.
- (b) Firms which have already supplied similar equipment to IISER Berhampur and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offer will not be considered for further evaluation and no enquiries thereafter will be entertained.

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

IISER Berhampur 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:**

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

- (a) The terms set forth below are defined as follows
  - i. **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - ii. **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - iii. **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
  - iv. **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) IISER Berhampur will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

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

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, IISER Berhampur'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 (if any).**

**2. For Goods manufactured in India:**

- (a) The price of the goods must be as per the BoQ.
- (b) In case of BoQ requesting for prices without GST. GST will be paid as per the norms. In the case of BoQ requesting for prices with GST and the bidder quoting without GST, the price quoted by the bidder shall be considered as with GST as per the BoQ and the bidder must be able to supply at the same rate mentioned in the BoQ. No request for additional charges apart from those mentioned in BoQ shall be entertained.
- (c) 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 the IISER Berhampur. Loading and unloading is strictly in the scope of the bidder. IISER Berhampur will not provide any manpower/equipment support towards the same. The bidder must ensure all logistics, manpower support, machine and equipment's required (if any) for delivering and installing the equipment at the determined location as informed by the Institute.
- (d) 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.
- (e) 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.
- (f) **UNLOADING OF THE GOODS AT IISER BERHAMPUR IS STRICTLY IN THE SCOPE OF THE BIDDER. NO MANPOWER WILL BE PROVIDED BY IISER BERHAMPUR.**
- (g) The goods must be disinfected properly before dispatching.
- (h) A representative of the successful bidder must be available during the delivery at the Institute & must disinfectant the boxes before delivering again. In case the travel time from dispatch to reach IISER more than 48 hours.
- (i) Any financial implication leading to any change deviation from the bid submitted shall be borne by the bidder, of accepting by the Institute.

**3. Agency Commission & Services:**

- (a) 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.
- (b) 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 Benchmarks:**

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

5. **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, Berhampur 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. Bidders should also bring sufficient technical manpower for verification of pre-installation pre-requisites any requirement mentioned after the arrival of equipment to IISER Berhampur which may lead to delay in installation may lead to levy of penalty as decided by the institute.

6. **Installation:**

- (a) BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- (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, unless otherwise instructed by the Institute, failing which a penalty of INR 500 per day from the day of actual installation requested by the Institute till the date of installation done by the bidder shall be levied.
- (c) 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.
- (d) Sufficient technical manpower and housekeeping manpower must be arranged by the bidder at the time of installation and unloading of the equipment/goods.

7. **Inspection:**

- (a) The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- (b) 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 Berhampur, the institute till satisfactory installation of the system, with in the stipulated time as decided by the Institute failing which penalty 1% of the total order value per week will be levied

8. **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.

9. **Warranty / Support:** A clear confirmation on letter head should be given for this item along with acceptance to-the points mentioned below: -

- (a) The items covered by the schedule of requirement shall carry minimum Three year of comprehensive warranty from the date of acceptance of the equipment by IISER Berhampur. 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. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more

than 24 hours, failing which penalty INR 5000 per day would be levied and same shall be deducted from Performance Bank Guarantee. The same has to be accepted by the bidder and acceptance for the same has to be mentioned on the letter head in the technical bid.

- (b) The turnaround time for resolving of any issue in case of indigenous bidders is 15 days and in case of import is 30 days from the date of intimation by the institute. Any delay in resolving the issue beyond the stipulated period mentioned above shall lead to extension of warranty period and forfeiture of the PBG.
- (c) 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, local taxes if any should be borne by the beneficiary or his agent. No cost will be borne by IISER Berhampur.
- (d) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost. The turnaround time for resolving of any issue in case of indigenous bidders 15 days and in case of import is 30 days from the date of intimation from institute via e-mail any delay in resolving the issue will lead to forfeiture of their PBG. The delay in resolving the issue beyond the stipulated period mentioned above shall lead to extension of warranty period.
- (e) The BIDDER shall assure the supply of spare parts even the completion of after warranty period 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.
- (f) The equipment must be supported by a Service Centre in Odisha 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/Head office support Centre on a toll free number/web/mail.
- (g) 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 is to be submitted also mentioning the life of the equipment as mentioned in point (iv) alone.
- (h) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- (i) It is desirable that the vendor may have a local logistics support by maintaining a local spares depot in the state. This is to ensure immediate delivery of spares parts in case of any malfunction of the equipment.
- (j) 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
- (k) **COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence from the date of successful installation, commissioning and demonstration at IISER Berhampur.

10. **Reasonability of Prices:**

- (a) The prices quoted must be the prices applicable for a premiere Educational and Research Institute in National Importance, as applicable to educational research institutes must be given.

(b) The bidder must give details of identical or similar equipment, if any, supplied to any Centrally Funded Technical Institutes CFTI's/IISERS/ CSIR Labs/Education Research Institute during last three years along with the final price paid and Performance certificate from them.

11. **Annual Maintenance Contract:**

(a) 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

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

12. **Indemnity:**

The vendor shall indemnify, protect and save IISER, BERHAMPUR against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment's supplied by him.

13. **Freight & Insurance:**

Indigenous: The equipment's 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, BERHAMPUR site in case of Rupee transaction.

14. **Payment:**

(a) For Indigenous items, **90%** payment shall be made against delivery, installation, commissioning and balance **10%** on demonstration of the whole system to the satisfaction of the Institute/ Scientist/Technologist/Indentor/Professor etc.

(b) If the PBG submitted as per Chapter 2 Clause No 3, requires extension to cover the Warranty Period the same will be done before release of the balance 10% Payment. Please note that the warranty period will be extended in case of non-resolving of issues in a stipulated time given by the institute as mentioned above.

(c) No advance payments are allowed under any circumstances

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

(a) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Failing which the Institute will forfeit PBG/SD and also LD clause will be applicable /enforced.

(b) 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 **0.5%** of order value per every week of delay subject to a maximum of **10%** beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

(c) IISER, BERHAMPUR reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

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

17. **Force Majeure:** IISER Berhampur may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national



emergencies, civil commotion and strikes at successful Bidder's premises. The bidder will immediately notify the IISER Berhampur by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, the Institute may cancel the purchase order issued, without liability.

18. **Discrepancies:** If there are any discrepancies in price schedule and tender document please refer to the BOQ in the Central Public Procurement Portal, the BOQ item/words/conditions mentioned in BOQ prevails.
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 subsequent amendments to the order. Accordingly, preference will be given to the Make in India products while evaluating the bids, subject to technically qualifying & meeting the Institute's technical requirements. 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 and the quality as mentioned in the tender in the technical bid itself.

(a) IISER Berhampur 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%

(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.

**Note:**

In case a complaint is received by the procuring agency or the concerned Ministry /Department against the claim of a bidder regarding local content/ domestic value addition in an electronic product, the same shall be referred to the Competent Authority of IISER Berhampur.

Any complaint referred to IISER BERHAMPUR shall be disposed of within 4 weeks. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an electronic product to IISER BERHAMPUR. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish

the bonfires of the claim.

A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured electronic products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by Demand Draft to be deposited with IISER BERHAMPUR. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

False declarations will be in breach of the 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.

**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

- (a) 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).
- (b) "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.
- (c) "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (d) 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 for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

21. **Arbitration:** All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (IISER Berhampur or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be IISER Berhampur, India. The jurisdiction of the courts shall be Berhampur, Odisha, India.

22. **Dispute Settlement:**

- (a) IISER Berhampur 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.
- (b) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the IISER Berhampur 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.
- (c) The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
  - i. In case of Dispute or difference arising between the IISER Berhampur 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 Berhampur, 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.
  - ii. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

**Stores & Purchase Officer**

**CHAPTER 4 TECHNICAL SPECIFICATIONS**

Tender No.:IISERBpr/S&amp;P/2024-25/56

Date: 06-11-2024

Name of the Item: Multiplex Array System

**Specification****96-Well Microplate Based Open System With Multiplexing Capabilities For Different Applications.**

1. Instrument should support different protocol for Human, Mouse and Rat assays.
2. Instrument should be based on **xMAP technology** for quantifying upto 100 different analytes from a single well at a time.
3. System should support both magnetic and non-magnetic beads.
4. System should support most of the **Cytokine Assay** either one at a time or in multiplex for calculating variety of parameters in a single run and should also support different panels like autoimmune panel, Inflammation panel, Hematopoiesis panel etc.
5. System should also support **Phosphoprotein testing** one at a time or multiplex for different kinases used in signal transduction studies.
6. Immunoglobulin panels for IgG1, IgG2, IgG4 and all angiogenesis, acute phase and diabetic panel should be available.
7. **Blank magnetic beads** for developing custom assays in-house should be quoted and protocols for coupling proteins and nucleic acid should be available.
8. Automatic calibration and validation procedure for the system.
9. Daily **Calibration kit** should be provided to check signal out put quality on a daily basis.
10. **Validation kit** should be provided with system for IQ/OQ and monthly **validation of Optics, Fluidics, Classifier and Reporter channel** for ensuring the instrument is running as per specification.
11. **MCV plate** for hands free startup, shut down, maintenance procedures, validation and calibration of the instrument should be supplied alongwith the instrument.
12. Should have options for **gene based applications** like – presence and absence analysis, pathogen detection, and genotyping.
13. All other consumables for cytokines single or in multiplex, Phosphoprotein testing, and amine coupling with blank beads must be quoted in optional.
14. System should have **two needle-height adjustment** options to accommodate various plate types – Filter plates and PCR plates.
15. Should have optional **Automatic washer** for increased automation, higher throughput and better reproducibility for washing of all types of bead.
16. Should have **x-plex** platform for designing of pre-mixed custom panels.
17. Blank polystyrene and magnetic beads alongwith amine coupling kit must be available with the vendor and should be quoted in optional for **developing in-house assays**. Please attach complete price list in USD and Indian Rupees for these beads and coupling kits.

**Calibration and Validation kit (and not Verification kit)**

18. should be provided with the system for IQ/OQ and monthly validation of Optics, Fluidics, Classifier and Reporter channel for ensuring the instrument is running as per specification. Relevant technical notes/document must be attached stating the use and application of validation kit as mentioned above.
19. Instrument must be supplied with a MCV plate for trouble free system start up, calibration & validation; also a Reservoir for automating the washing and shut down procedure before and after the experiment

#### **Lasers**

20. Reporter Laser 532 nm, >10mW Frequency doubled diode
21. Classification Laser 635 nm, 10mW Diode

#### **Detector**

22. Reporter channel detection-PMT with 14 bits resolution
23. Classification channel detection-Photodiodes with 12 bit resolution

#### **Software**

24. Single software platform for data acquisition, data analysis and maintenance of instrument.
25. Performs automated instrument Calibration, Validation and maintenance.
26. Should be capable of exporting data to text, XML, and Excel files in column or 96-well formats.
27. Should have an integrated Excel-based analysis application designed for genotype (including SNP) and Present vs. Absent analysis.
28. Should have **simplified input for values of standards** with automatic addition of new lots for reducing set-up time.
29. Should have **automated data processing** with automatic setting of appropriate dynamic range and identification of data points outside this range.
30. Should allow **change in DD gates** after the completion of run for accommodating kits manufactured by other vendors.
31. Should have option for 21 CFR part 11 compliance for security edition
32. Enables user to manipulate reader sensitivity – high PMT voltage for low concentration range using the most sophisticated curve fitting algorithms available
33. Should have weighted five parameter **5PL logistic equation** developed by Brendan Scientific, the leader for ELISA analysis.
34. Should have total 6 options for curve fitting (linear and logistic)
35. Should include recovery analysis to report accuracy of curve fitting
36. Should display Unknowns, Controls and Upper and Lower Limits of Quantitation in the standard curve.
37. Should allow **running of more than one protocol** simultaneously, on one plate.
38. Should allow import of new panels from a CSV or text file.
39. Should have **data normalization** feature using multiple internal controls (housekeeping genes) for gene expression applications.
40. Assemble data from many instrument runs.
41. Label and compare biological replicates.
42. Perform simplified statistical tests for comparing biological replicates.
43. Create scatter plots, box and whisker plots, and bar graphs.
44. Review results in simple heat map.
45. Present customized results automatically in common formats.
46. Export results in publication quality formats.

#### **Specifications for the handheld washer:**

##### **Handheld washer**

47. capable of washing plates with magnetic (xMAG) assays for increased automation, higher throughput, and better reproducibility must be supplied with the system.
48. Magnetic field- 4,500 ± 200 gauss

- |                                    |                           |
|------------------------------------|---------------------------|
| 49. Number of dispensing channels- | 8                         |
| 50. Residual volume magnetic wash- | <4 $\mu$ l                |
| 51. Dispensing accuracy-           | $\leq 2\%$                |
| 52. Dispensing uniformity -CV      | $\leq 4\%$ over the plate |
| 53. Dimensions (W x D x H)         | -28 x 37 x 18 cm          |
| 54. Weight                         | -6.6 kg                   |

## 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.

### PRICE SCHEDULE FOR GOODS

Name of the Bidder \_\_\_\_\_

**Tender No.** IISERBPR/S&P/2024-25/56

S. No.	Item Description	Place of Manufacturer in India	Qty	Unit	Unit Price	GST %	GST Amount	Total Amount Without taxes	Total Amount With taxes
1	Multiplex Array System		1						

Total Bid price in words: \_\_\_\_\_

Signature of Bidder:

Name:

Stamp

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

**Annexure-A**

**FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS**

**Tender No.: IISERBPr/S&P/2024-25/55**

**Date: 30-10-24**

**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).

S. No.	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/authorised 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.		
	(a) Please specify the form of whether in the form of DD/NEFT		
	(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.		
3	Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation		
4	Have you mentioned the validity period of the quotation as per our requirements		



5	Whether the Price reasonability Certificate is submitted with quotation		
	Whether copies of last three supply orders of the same item from other customers have been attached with the quotation		
6	Whether rates/amount of AMC after the warranty period is over has been mentioned		
7	Have you gone through the specification Clause & complied with the same		
8	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		
9	Whether compliance statement of specifications has been attached with the quotation.		
10	(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		
11	Do you agree with the payment terms for indigenous supplies?		No deviation permitted
12	Do you agree about the date of commencement of warranty period & its extension is necessary.		
13	a) Who will install/commission and demonstrate the equipment at IISER Berhampur FREE OF COST.		
	b) Will you be able to do it within a month		
14	Have you mentioned the guarantee/warranty period in your quotation and do you agree with guarantee clause?		
15	Spare parts		
16	After Sales service		
17	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?		
18	Whether list of specific user's for the same item & model as quoted along-		

	with performance certificates from the users is submitted with offer		
19	Whether you agree to the penalty clause for late delivery & installation?		
20	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.		
21	a) Whether all the pages have been page numbered?		
22	b) Whether quotation has been signed and designation & name of signatory mentioned.		
23	Whether documentary evidence of bidders as given in Eligibility Criteria submitted		

**FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS**

Tender No.: IISERBpr/S&amp;P/2024-25/55

Date: 30-10-2024

**TECHNICAL COMPLIANCE STATEMENT FOR (Multiplex Array System)**

Specification	Compliance ( Yes/No)
<p><b><u>96-Well Microplate Based Open System With Multiplexing Capabilities For Different Applications.</u></b></p> <p>55. Instrument should support different protocol for Human, Mouse and Rat assays.</p> <p>56. Instrument should be based on <b>xMAP technology</b> for quantifying upto 100 different analytes from a single well at a time.</p> <p>57. System should support both magnetic and non-magnetic beads.</p> <p>58. System should support most of the <b>Cytokine Assay</b> either one at a time or in multiplex for calculating variety of parameters in a single run and should also support different panels like autoimmune panel, Inflammation panel, Hematopoiesis panel etc.</p> <p>59. System should also support <b>Phosphoprotein testing</b> one at a time or multiplex for different kinases used in signal transduction studies.</p> <p>60. Immunoglobulin panels for IgG1, IgG2, IgG4 and all angiogenesis, acute phase and diabetic panel should be available.</p> <p>61. <b>Blank magnetic beads</b> for developing custom assays in-house should be quoted and protocols for coupling proteins and nucleic acid should be available.</p> <p>62. Automatic calibration and validation procedure for the system.</p> <p>63. Daily <b>Calibration kit</b> should be provided to check signal out put quality on a daily basis.</p> <p>64. <b>Validation kit</b> should be provided with system for IQ/OQ and monthly <b>validation of Optics, Fluidics, Classifier and Reporter channel</b> for ensuring the instrument is running as per specification.</p> <p>65. <b>MCV plate</b> for hands free startup, shut down, maintenance procedures, validation and calibration of the instrument should be supplied alongwith the instrument.</p> <p>66. Should have options for <b>gene based applications</b> like – presence and absence analysis, pathogen detection, and genotyping.</p> <p>67. All other consumables for cytokines single or in multiplex, Phosphoprotein testing, and amine coupling with blank beads must be quoted in optional.</p> <p>68. System should have <b>two needle-height adjustment</b> options to accommodate various plate types – Filter plates and PCR plates.</p> <p>69. Should have optional <b>Automatic washer</b> for increased automation, higher throughput and better reproducibility for washing of all types of bead.</p> <p>70. Should have <b>x-plex</b> platform for designing of pre-mixed custom panels.</p> <p>71. Blank polystyrene and magnetic beads alongwith amine coupling kit must be available with the vendor and should be quoted in optional for <b><u>developing in-house assays.</u></b> Please attach complete price list in USD and Indian Rupees for these beads and coupling kits.</p>	

### **Calibration and Validation kit (and not Verification kit)**

72. should be provided with the system for IQ/OQ and monthly validation of Optics, Fluidics, Classifier and Reporter channel for ensuring the instrument is running as per specification. Relevant technical notes/document must be attached stating the use and application of validation kit as mentioned above.
73. Instrument must be supplied with a MCV plate for trouble free system start up, calibration & validation; also a Reservoir for automating the washing and shut down procedure before and after the experiment

### **Lasers**

74. Reporter Laser 532 nm, >10mW Frequency doubled diode
75. Classification Laser 635 nm, 10mW Diode

### **Detector**

76. Reporter channel detection-PMT with 14 bits resolution
77. Classification channel detection-Photodiodes with 12 bit resolution

### **Software**

78. Single software platform for data acquisition, data analysis and maintenance of instrument.
79. Performs automated instrument Calibration, Validation and maintenance.
80. Should be capable of exporting data to text, XML, and Excel files in column or 96-well formats.
81. Should have an integrated Excel-based analysis application designed for genotype (including SNP) and Present vs. Absent analysis.
82. Should have **simplified input for values of standards** with automatic addition of new lots for reducing set-up time.
83. Should have **automated data processing** with automatic setting of appropriate dynamic range and identification of data points outside this range.
84. Should allow **change in DD gates** after the completion of run for accommodating kits manufactured by other vendors.
85. Should have option for 21 CFR part 11 compliance for security edition
86. Enables user to manipulate reader sensitivity – high PMT voltage for low concentration range using the most sophisticated curve fitting algorithms available
87. Should have weighted five parameter **5PL logistic equation** developed by Brendan Scientific, the leader for ELISA analysis.
88. Should have total 6 options for curve fitting (linear and logistic)
89. Should include recovery analysis to report accuracy of curve fitting
90. Should display Unknowns, Controls and Upper and Lower Limits of Quantitation in the standard curve.
91. Should allow **running of more than one protocol** simultaneously, on one plate.
92. Should allow import of new panels from a CSV or text file.
93. Should have **data normalization** feature using multiple internal controls (housekeeping genes) for gene expression applications.
94. Assemble data from many instrument runs.
95. Label and compare biological replicates.
96. Perform simplified statistical tests for comparing biological replicates.
97. Create scatter plots, box and whisker plots, and bar graphs.
98. Review results in simple heat map.
99. Present customized results automatically in common formats.
100. Export results in publication quality formats.

**Specifications for the handheld washer:**

**Handheld washer**

- |      |   |                  |
|------|---|------------------|
| 101. | capable of washing plates with magnetic (xMAG) assays for increased automation, higher throughput, and better reproducibility must be supplied with the system. |                  |
| 102. | Magnetic field- 4,500 ± 200 gauss   |                  |
| 103. | Number of dispensing channels-  | 8                |
| 104. | Residual volume magnetic wash-  | <4 µl            |
| 105. | Dispensing accuracy-  | ≤2%              |
| 106. | Dispensing uniformity -CV ≤4% over the plate  |                  |
| 107. | Dimensions (W x D x H)  | -28 x 37 x 18 cm |
| 108. | Weight  | -6.6 kg          |

Note: Bidders are required to fill this table as per the specifications given in the Chapter 4 of this Tender Document. The points need to be reproduced in the table at Column No 2 and then fill in the relevant details for each specification.

Signature of the Bidder

**ANNEXURE-C****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]*

To  
The Director,  
IISER Berhampur

Ref. Your Tender Document No.....

Tender Title:.....

We,-----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorize Members----- (name and address of the authorized dealer) to submit a bid, process the same further and enter into a contract with you against the above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....

- 1) We further confirm that no Contractor or firm or individual other than Messrs. .... (name and address of the above-authorized dealer) is authorized for this purpose.
- 2) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
- 3) Our details are as under:
  - (a) Name of the Company:.....
  - (b) Complete Postal Address: .....
  - (c) Pin code/ ZIP code: .....
  - (d) Telephone nos. (with country/ area codes): .....
  - (e) Fax No.: (with country/ area codes): .....
  - (f) Mobile Nos.: (with country/ area codes): .....
  - (g) Contact persons/ Designation: .....
  - (h) Email IDs: .....
- 4) We enclose herewith, as appropriate, our----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of M/s.....

[name & address of the OEM and seal of company]

**Bid-Securing Declaration  
(In lieu of EMD)  
(To be submitted on the Bidder's Letter Head)**

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Public Body]

I/We\*, the undersigned, declare that:

I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration In lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We\* understand this Bid Securing Declaration shall cease to be valid if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

***\*Please delete as appropriate***

## PREVIOUS SUPPLY ORDERS FORMAT

Tender No.: \_\_\_\_\_

Date \_\_\_\_\_

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.

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:



**BIDDER INFORMATION FORM**

(On company letter head)

(Along with supporting documents, if any)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No.: \_\_\_\_\_; Tender Title: Goods/ Services

*Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.*

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

**1) Bidder/ Contractor particulars:**

- (a) Name of the Company:.....
- (b) Corporate Identity No. (CIN): .....
- (c) Registration, if any, with The Procuring Entity: .....
- (d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- (e) Place of Registration/ Principal place of business/ manufacture .....
- (f) Complete Postal Address: .....
- (g) Pin code/ ZIP code: .....
- (h) Telephone nos. (with country/ area codes): .....
- (i) Mobile Nos.: (with country/ area codes): .....
- (j) Contact persons/ Designation: .....
- (k) Email IDs: .....

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

**2) Taxation Registrations:**

PAN number: .....  
Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....  
GSTIN number: .....in Consignor and Consignee States  
Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....  
Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....  
 We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

**3) Authorization of Person(s) signing the bid on behalf of the Bidder**

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signing as: \_\_\_\_\_

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

*Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*

**4) Bidder's Authorized Representative Information**

Name:

Address:

Telephone/ Mobile numbers:

Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal)

**DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**

(to be provided on letter head of the firm)

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

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

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

**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 country, 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 for this tender no. \_\_\_\_\_ dated \_\_\_\_\_ listed by IISER Berhampur.

Signature with Date and Stamp of the Bidder

**Self-Certification regarding Local Content (LC) for Goods, Services or Works**

*(to be provided on Rs. 100/- Stamp Paper)*

Date: .....

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of Indian Institute of Science Education and Research, Berhampur, Ministry of Education, Government of India issued vide Tender Enquiry No. .... dated .....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority nominated by IISER Berhampur for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Goods /Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Goods/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority nominated by IISERT Berhampur and I will be liable as under clause 9(f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company’s record for a period of 2 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Local Supplier:  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued:
- iii. Product for which the certificate is produced:
- iv. Procuring agency to whom the certificate is furnished:
- v. Percentage of LC claimed:
- vi. Name and contact details of the unit of the manufacturer:

For and on behalf of \_\_\_\_\_(Name of firm/ entity)

Authorized signatory

(To be duly authorized by the Board of Directors)  
Name, Designation and Contact No.

**NO RELATIONSHIP CERTIFICATE**

(On Company Letterhead)

1. I/We hereby certify that I/We\* am/are\* related/not related (\*) to any officer of IISER Berhampur. (If Related provide the details of the employee)
  
2. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture security deposit and I/We\* shall be liable to make goods the loss or damage resulting from such cancellation.
  
3. I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

**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) 1<sup>st</sup> year \_\_\_% of the equipment value
- 2) 2<sup>nd</sup> year \_\_\_% of the equipment value
- 3) 3<sup>rd</sup> year \_\_\_% of the equipment value.

For Non - Comprehensive AMC

- 1) 1<sup>st</sup> year \_\_\_% of the equipment value
- 2) 2<sup>nd</sup> year \_\_\_% of the equipment value
- 3) 3<sup>rd</sup> 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.:

**ACCEPTANCE OF TENDER TERMS**

(To be given on Company Letter Head)

Date: \_\_/\_\_/\_\_\_\_

To,  
The Director  
Indian Institute of Science Education & Research Berhampur  
Berhampur, Distt-Ganjam, Odisha-760010

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No :

Name of Tender / Work :

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely \_as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ Organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ Organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including that we can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



**FORMAT FOR INTEGRITY PACT  
INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of 20.....

BETWEEN

Director IISER Berhampur represented through the Registrar, 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) herein 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 participates 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**

- 1) 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.
- 2) 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 :

**Annexure N**

**Annexure to Bid Form: Eligibility Declarations**

(To be submitted as part of tender/Technical Bid)

(on company letter head)

(Along with supporting documents, if any)

Tender No :

Bidder's Name: \_\_\_\_\_

(Address and contact details)

Bidder's Reference No. \_\_\_\_\_

Date: \_\_\_\_\_

**Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.**

"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

\_\_\_\_\_ (Signature with date)

\_\_\_\_\_

(Name and designation)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

(Name & address of the Bidder and Seal of Company)

## **CHAPTER – 6 : Checklist: Eligibility Criteria for Bidders**

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

<b>Envelope-1(Technical-Bid)</b> <b>(Following documents to be provided as single PDF file)</b>			
S. No.	Content	Document Attached	Page No. in the attached document
1	ANNEXURE – A - FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS	( Yes /No )	
2	ANNEXURE – B - FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS	( Yes /No )	
3	ANNEXURE – C- MANUFACTURER'S AUTHORIZATION FORM	( Yes /No )	
4	ANNEXURE – D- BID SECURING DECLARATION FORM	( Yes /No )	
5	ANNEXURE – E – PREVIOUS SUPPLY ORDER LIST FORMAT	( Yes /No )	
6	ANNEXURE – F - BIDDER INFORMATION FORM	( Yes /No )	
7	ANNEXURE – G - BLACKLIST CERTIFICATE	( Yes /No )	
8	ANNEXURE – H - CERTIFICATE BY BIDDER- DPIIT REGISTRATION	( Yes /No )	
9	ANNEXURE – I - LOCAL/ NON-LOCAL CONTENT	( Yes /No )	
10	ANNEXURE – J - NO RELATIONSHIP CERTIFICATE	( Yes /No )	
11	ANNEXURE – K - AMC	( Yes /No )	
12	ANNEXURE – L- ACCEPTANCE OF TENDER TERMS	( Yes /No )	
13	SELF-ATTESTED COPY OF GST NUMBER (AS APPLICABLE)	( Yes /No )	
14	TENDER TERMS & CONDITIONS ACCEPTANCE SIGNED WITH OFFICIAL SEAL IS ATTACHED	( Yes /No )	

<b>Envelope-2 (Financial-Bid)</b>				
S. No.	Documents	Content	File Type	Document Attached
1	Financial Bid	Price bid should be submitted in Excel (BOQ) Format	.xls	( Yes /No )

**IMPORTANT NOTICE**

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. IISER BERHAMPUR WILL PROCESS THE TENDER AS PER IISER BERHAMPUR 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 BERHAMPUR 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



**MANDATE FORM FOR INSTITUTE REVENUE ACCOUNT**

1	PFMS unique code	ORGN00013874
2 (i)	Agency Name (Name of the Institute)	Indian Institute of Science Education and Research Berhampur
2 (ii)	Agency Type (statutory Bodies/Autonomous/NGO/Society etc)	Registered Societies Act (Government Autonomous Body)
2 (iii)	Hierarchy of Agency (Central/State/District/Block/Tahsil/Panchayat/Village)	Central
2 (iv)	Act/Registration No	GJMNO 8628-08
2 (v)	Date Of Registration	18-10-2016
2(vi)	Registering Authority	Society Registration Act (XXI of 1860)
2 (vii)	State of Registration	Odisha
3	TIN No	-
4	TAN No	BBNI01150C
5	<b>Complete Contact Address of the Agency</b>	
5(i)	Block No/Building/Name of Premises	ITI premises, NH_59, Berhampur, Ganjam, Odisha-760010
5(ii)	Road/Street/Post office	Engineering school road, NH-59
5(iii)	Area/Locality	Berhampur
5(iv)	City/District	Berhampur
5(v)	State	Odisha
5(vi)	Pin code	760010
6	<b>Contact person</b>	Swarup Narayan Behera
6(i)	Designation	Assistant Registrar
6(ii)	Phone Number (Land Line)	0680-2227783
6(iii)	Alternate Phone No/Mobile No	8763258390
6(iv)	Official E-mail address	fna@iiserbpr.ac.in
7	<b>Bank account detail</b>	
7(i)	Institution's Account Name	IISER BERHAMPUR REVENUE ACCOUNT
7(ii)	Account No	37927733884
7(iii)	IFSC code	SBIN0000033
7(iv)	Bank Name (in full)	State Bank Of India
7(v)	Branch Name	Berhampur Main Branch
7(vi)	Branch Address	Utkal Ashram Road, Berhampur-760001
7 (vii)	Account Type	Current

Certified that the Institute's account is an RTGS/ECS/NEFT enabled branch. I hereby declare that the particulars given above are correct and complete. The above Agency's Account No. and bank details are registered/mapped under PFMS.

Date: - Dec 21, 2023

  
Signature of the Competent Authority  
of the Agency with seal  
Swarup Narayan Behera  
Asst. Registrar (F&A)  
IISER BERHAMPUR

Certified that the particulars furnished above are correct as per our records

Date: - Dec 21, 2023

  
Signature of the Authorised Bank Official with seal  
Asst. Gen. Manager  
Berhampur, Ganjam (0033)  
For State Bank of India