

**भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता****INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA**

(An Autonomous Institute under Ministry of HRD, Deptt. of Higher Education, Govt. of India)

PO: MOHANPUR, DIST. NADIA, PIN - 741246, WEST BENGAL, INDIA

E-Mail: purchase@iiserkol.ac.in, Website: <https://www.iiserkol.ac.in/>

निविदा संख्या/ TENDER REF. NO.: IISER-K/PurEnq/1133/G/DCS/24-25

दिनांक/ DATE: 01/01/2025

Indian Institute of Science Education and Research Kolkata (hereafter referred to as “Institute”) 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 (hereafter referred to as “bidders”) for the items as stated under **IMPORTANT INFORMATION**.

1. INSTRUCTION TO THE BIDDER:

This tender document has been published on the Central Public Procurement Portal (hereafter referred to as “CPP Portal”) (URL: <https://eprocure.gov.in/eprocure/app>) & Institute website www.iiserkol.ac.in and can be downloaded from the said websites/portals. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates within **the last date of online bid submission** as stated under **IMPORTANT INFORMATION** later. No manual bids will be accepted. Interested bidders are also requested to check the detailed corrigendum from time to time through the CPP portal which may be uploaded against this tender.

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>.

Note: It is brought to the notice of the bidders that the NIT format and its content, Annexures, etc. have been revised recently and hence, it is requested to go through the entire NIT document carefully before submission of bid.

महत्वपूर्ण जानकारी/ IMPORTANT INFORMATION:

| | |
|--|---|
| एनआईटी संदर्भ सं / NIT REF. NO. | IISER-K/PurEnq/1133/G/DCS/24-25 |
| वस्तु विवरण / ITEM DESCRIPTION | PROCUREMENT FOR INSTALLATION AND CALIBRATION OF ACCESSORIES/SPARES FOR THE EXISTING FLS 1000 INSTRUMENT AS PER THE SPECIFICATION GIVEN IN ANNEXURE-IV |
| निविदा प्रकार / TENDER TYPE | LIMITED TENDER [PAC] |
| कवर की संख्या / NO. OF COVER | Two Bids System (GFR Rule 163) |
| निविदा के प्रकाशन की तिथि / DATE OF PUBLICATION OF TENDER | 02.01.2025 |
| PRE-BID CONFERENCE, IF ANY | NA. |
| ऑनलाइन बोली प्रस्तुत करने की अंतिम तिथि / /LAST DATE OF ONLINE BID SUBMISSION | 09.01.2025 up to 2.00 PM |
| तकनीकी बोली के खुलने की तारीख / DATE OF OPENING OF TECHNICAL BID | 10.01.2025 |
| बयाना राशि / EARNEST MONEY DEPOSIT | Please sign a Bid securing declaration as per Annexure-IX [as per Rule 170(iii) of GFR 2017] for necessary compliance. |

A. REGISTRATION:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<http://eprocure.gov.in/eprocure>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal at free of cost.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra, PantaSign, XtraTrust, Capricon, SignX etc.), with their profile.
- 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.
- 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.
- 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.
- The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

B. SEARCHING FOR TENDER DOCUMENTS:

- 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.
- 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.
- 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.

C. PREPARATION OF BIDS:

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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.
- 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 / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 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.

D. SUBMISSION OF BIDS:

- Bidder should log into the site well in advance for bid submission so that they 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.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders need to pay the EMD if applicable separately on-line through RTGS Copy Challan of submission of EMD should be uploaded along with the technical bid.
- A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the (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.

- 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.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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.
- The documents uploaded by the bidders should be clear and legible and concise in disk space.

E. ASSISTANCE TO THE BIDDERS:

- 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 (Pls. write to: purchase@iiserkol.ac.in).
- 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.

F. CONTACT INFORMATION:

Any queries relating to the tender document and the terms and conditions or technical specification, Bidders may contact to purchase@iiserkol.ac.in

G. GENERAL TERMS AND CONDITIONS:**1 The BID:**

The Bidders are requested to submit the online bid in two parts as stated below:

| | |
|-----------|---------------|
| Part - I | Technical Bid |
| Part - II | Financial Bid |

1.1. Technical Bid:

The Technical Bid shall contain the all-scanned copies of originals documents in PDF Format. It should contain the following statement/declaration/information duly certified by the bidders for necessary compliance:

- Acceptance of Tender as per **Annexure- I.**
- Manufacturer's authorization as per **Annexure- II.**
- Bidder Information Form as per **Annexure- III.**
- Compliance Statement of Specification and other requirements as per **Annexure- IV.**
- Statement of previous supply orders/Performance Statement as per **Annexure- V.**
- Self-declaration by the bidder as per **Annexure-VI** 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)
- No Relationship Certificate **Annexure – VII.**
- Bid securing declaration as per **Annexure-IX**
- Price Reasonability Certificate **Annexure-XI**
- Please note 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.
- 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.
- The Technical bid should not contain any price information (or) anything related to Financial Bid. Any mention of commercials/prices in the technical bid and or clarification/shortfall of document sought shall lead to disqualification of the tender and shall not be considered for further evaluation process.
- Non-compliance of the above shall be treated as incomplete/ambiguous bid and the bid may be ignored /rejected without giving an opportunity for clarification/negotiation etc. to the bidder.
- Bidders must uploaded the others documents , Annexures or undertaking as mentioned in the Notice Inviting Tender as applicable.

1.2. Financial Bid:

- Cost of all the items should be mentioned clearly and separately, including applicable taxes to the extent possible.
- The bidders are requested to quote for Educational Institutional Price for Equipment and software, since the Institute is eligible for the same. Similarly, the bidders are requested to quote the discounted price for which the Institute is eligible for.
- A separate financial bid with all the terms & conditions is to be uploaded. Please note that in case of any discrepancy in quoted price between BoQ and the PDF file as stated above, the financial bid may not be considered/lowest of the two quotes may be considered/any decision as deemed fit found by the Tender Committee and approved by the Competent authority which shall be binding on all.

2. ADDENDUM/CORIGENDUM TO TENDER:

The Institute may issue addendum/corrigendum to tender documents before last date of bid submission. The bidder is required to read the tender documents in conjunction with the addendum/corrigendum, if any, issued by the Institute and bid accordingly. The bidder is not supposed to incorporate the amendment in the body of the tender document.

3. EVALUATION OF BIDS:

- On or after the due date the technical bids will be opened and referred to the Technical Committee which is duly constituted by the Institute. The committee will go through the technical bids, evaluate them as per the NIT floated, addendum/Corrigendum, if any, issued, etc. The technical evaluation will be an assessment of the Technical Bid.

The Tender Committee will evaluate the Technical Bids as per **Annexure-IV** and based on submission of all mandatory required information, documents as mentioned in NIT, in order to determine whether a bid is substantially responsive to the requirements set forth in the tender OR NOT.

- Further, the Tender Committee may seek additional information/clarification, etc. (short fall of document) from the bidders if it is required so. The information received via additional information/clarification sought and the bids already received together will be evaluated as stated above.
- The financial bids of the technically qualified bids shall be opened only.

- In case if a bidder fails to quote (financial) for a particular item, it may amount to non-compliance and the said financial bid may not be considered in during the evaluation of financial bids.
- In case the bidder is required to quote in more than one currency (say one foreign currency and other in Indian rupees), due to the technical constraint of the BoQ format where the provision allows the bidder to quote in a single currency, it is advised that the bidder may quote any amount in foreign currency in BoQ and in the supporting detailed break up financial bid(.PDF), the bidder may mention the entire financial bid in both the currencies.

The Institute while evaluating the financial bids shall also consider the detailed break up of financial bids received via CPP Portal including the BoQ to ascertain and evaluate the resultant financial bids in Indian rupees considering the delivery term as FOR Destination with added cost of estimated custom clearing charges and other relevant charges as per the current policy of Institute (**Quote in Foreign Currency in CIP * Currency Conversion Rate as on date of opening financial bids*1.28 plus quote in Indian rupees if applicable**). Please note the similar policy will be followed when financial bids from different bidders are received in different currencies.

- The decision of the Tender Committee is final and binding on all the parties.
- **Right to Reject any or all Bids:** The Institute reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

4. OTHER TERMS & CONDITIONS:

- **BID VALIDITY:**

The quoted price shall be valid for a period of 180 days from the date of financial bid opening of the tender. The institute may issue the order within 180 days from the date of opening of financial bid i.e. within the period of bid validity.

- **DELIVERY**

- **For Foreign Consignment:** The delivery of the consignment(s) is/are to be made within 12 weeks in general from the issue of the Purchase Order or establishment of Letter of Credit (L/C) as applicable. However, the Institute may consider the time frame given by the selected bidder if it is found to be reasonable.
- **For Indigenous Consignment:** The delivery of the consignment(s) is/are required to be made within 4-6 weeks from the issue of the Purchase Order. However, the Institute may consider the time frame given by the selected bidder if it is found to be reasonable.

- **PRICES:**

- **For Foreign Quotation:** The price should be quoted on CIP / CIF Kolkata basis including applicable Freight, Insurance, and Forwarding Charges etc. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender.
- **For Indigenous Quotation:** The price should be quoted on Door Delivery IISER Kolkata basis including applicable Taxes, Charges etc. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender.

• **PERFORMANCE SECURITY:**

The selected supplier shall require to submit the performance security in the form (**Annexure-X**) of irrevocable bank guarantee issued by any Indian Nationalized Bank /Schedule Bank for an amount of 5 (five) percent of the order value or for any other percentage as applicable in case of purchase value of ₹ 5 Lac or more within 10 days from the date of installation and should valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Compliance sheet of the Performance Security are mentioned in the specification.

The Performance Security will be forfeited and credited to the Institute's account in the event of a breach of contract by the supplier. The decision of the Competent Authority of the Institute in this respect will be final and binding on all the stake holders. Performance Security may be refunded to the supplier without interest, after it duly performs and completes the contract in all respects.

• **ERNEST MONEY DEPOSIT:**

Please sign a Bid securing declaration as per Annexure-IX as per Rule 170(iii) of GFR 2017 for necessary compliance.

• **PAYMENT:**

- **For Foreign Payment:** The payment will be released through Irrevocable Letter of Credit (LC) **OR** Telegraphic Transfer (TT). Irrevocable Letter of Credit will be established for 80% of the Purchase Order (PO) value on submission of order acceptance letter, proforma invoice with the details of terms & conditions to open LC with the entire Bank details and integrity pact (if applicable). The 80% of the invoice amount will be paid on presentation of original shipping documents to our bankers and the balance 20% will be paid after successful installation, commissioning, demonstration of the whole system, imparting training and on receipt of Performance Security for an amount of 5 (five) percent of the order value or for any other percentage as applicable in case of purchase value of ₹ 5 Lac or more (if applicable) valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- Payment by Telegraphic Transfer (TT) for 100% of the Invoice value will be released after successful installation, commissioning, demonstration of the whole system, imparting training and on receipt

of Performance Security as stated above.

- **For Indigenous Payment:** The payment will be made within 30 days after completion of the successful installation, commissioning, demonstration of the whole system, imparting training. The performance security as stated above should be submitted before release of the payment.
- **Advance payment:** No advance payment shall be made.

• **INSTALLATION:**

- Installation of the supplied goods/accessories wherever required is to be done at Institute site with the instruments, accessories, tools, tackles and appropriate manpower as required, at the cost of the successful bidder.

• **TRAINING:**

Training on operation, routine maintenance shall have to be provided to the Scientist / Student Technicians after the installation and commissioning at our site as needed and when requested to do so.

• **SUPPORTING EQUIPMENT:**

If equipment will require indigenous supporting instruments/accessories (computer, printer, online UPS etc.) at the time of the installation, the same should be quoted in separate quotation.

• **SERVICE FACILITY:**

Bidders should mention about the possible service set up in India and how capable they are to provide after sales service.

• **SITE PREPARATION:**

The supplier shall inform the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer its advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

• **DOWNTIME:**

During the warranty period if the problem is not resolved within three working days, a penalty will

be imposed as deemed fit. Downtime will be counted from the date and time of the filing of complaint within the business hours.

• **AFTER SALES SERVICE:**

After sales service should be provided satisfactorily as per the requirement of the Institute.

• **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER:**

The Institute has adopted and will comply 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 revised orders issued from time to time. Accordingly preference will be given suppliers as defined in the aforesaid order. The various categories of suppliers defined in the aforesaid order are reproduced below.

“Local Content” means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.

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

Verification of Local Content: The Class I Local Supplier /Class II Local Supplier/Non-Local Supplier at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification that the items offered meets the local content requirement as the case may be as per **Annexure-VII**. The details of the location(s) at which the local value addition is made also needs to be mentioned. In case of procurement in excess of Rs.10 crores, the suppliers shall be required to submit a certificate towards percentage of local content from the authorities as stated in the aforesaid order in the technical bid itself.

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 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

• **Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020:**

The Institute has adopted and will comply with Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020. 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). If applicable, relevant supporting document is required to be submitted in the technical bid itself.

• DISPUTES AND JURISDICTION:

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata, West Bengal.

• FORCE MAJEURE:

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the Institute in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

• LIQUIDITY DAMAGES:

0.5 % per week of the order value will be applicable for belated supply towards liquidated damages subject to maximum of 10 % beyond the due date. Such amount will be deducted from any amount due or which may become due to supplier.

The condition regarding the execution of LD Clause as mentioned above is given bellow

- **For Indigenous Order:** Delivery period will be counted from the date of issue of Purchase Order.
- **For Foreign Order:**
 - a) If the payment term is TT, delivery period will be counted from the date of issue of Purchase Order.
 - b) If the payment term is LC, delivery period will be counted from the date of establishment of LC.

• RESOLUTION OF DISPUTES:

The dispute resolution mechanism to be applied pursuant shall be as follows:

In case of Dispute or difference arising between the Institute 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, Indian Institute of Science Education and Research (IISER) Kolkata and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him 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.

In the case of a dispute between the Institute and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the order is issued.

- **GOVERNING LANGUAGE**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

- **TERMINATION FOR DEFAULT**

The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the Goods/item within the period(s) specified in the order, or within any extension thereof granted by the Institute; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

- a) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - b) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
- In the event the Institute terminates the Contract in whole or in part, the Institute may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to

those undelivered, and the Supplier shall be liable to the Institute for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated

ANNEXURE-I**ACCEPTANCE OF TENDER**

(On company letter head along with supporting documents, if any)

Tender Ref. No. :

To
The Director
Indian Institute of Science Education and Research Kolkata
Mohanpur- 741 246, Dist. Nadia, West Bengal

I/ We* _____ (name and designation of the bidder) on behalf of _____ (name of the organization/company) have downloaded / obtained the tender document(s) for the above mentioned 'Tender from the website(s) namely **<https://eprocure.gov.in/eprocure/app>**. I/ We* hereby certify that I/ we* have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), specification terms and condition etc.), which form part of the contract agreement and I/ we* shall abide hereby by the terms / conditions / clauses contained therein. The corrigendum(s) issued from time to time by your organization have also been taken into consideration, while submitting this acceptance letter.

I/We* hereby unconditionally accept all the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I/We* solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our Contractors/ subcontractors for any part of the contract):
 - (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
 - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences

mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.

- c) I/We* certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- d) I/We* have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- e) 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 certify as under:
- “I/We* have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:
- a) I/We* are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- b) I/We* shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority

I/We* 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.

(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal)

***Please delete suitable/As applicable**

ANNEXURE-II

MANUFACTURERS' AUTHORIZATION

(On **OEM** letter head along with supporting documents, if any)

Tender Ref. No.:

To
The Director
Indian Institute of Science Education and Research Kolkata
Mohanpur- 741 246, Dist. Nadia, West Bengal

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]

Please fill up suitably

ANNEXURE-III

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 misdemeanors 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 1) Limited Company

(tick on appropriate option) 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:

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & address of Bidder and seal)

ANNEXURE-IV

TECHNICAL SPECIFICATION

| SL NO | ITEM DETAILS | QTY | UNIT | COMPLIANCE |
|-------|--|-----|------|------------|
| 1 | <p>Quantum Yield Accessory:</p> <p>N-Mo8-1000Up QYPro Integrating Sphere, Upgrade to FLS1000 Pre-2024 Qty: 1</p> <p>The QYPro integrating sphere is an accessory for the measurement of fluorescence quantum yields that fits inside the FLS1000 sample chamber. It is 125 mm in diameter and has an inner surface coated with optical PTFE to enable efficient scattering of light in the UV-Vis-NIR wavelength range (250 nm - 2,500 nm). With QYPro, measurements of absolute fluorescence quantum yields, as well as reflectance measurements, are possible on solutions, film and powder samples. Indirect excitation configuration is available for powder and film samples. The sphere features a motorized sample loading mechanism which allows easy sample exchange from the top of the FLS1000 and reduces the chance of contamination as the user does not need to reach into the sphere. Purge ports for inert gas are included. A neutral density filter, two cuvettes and two powder trays are supplied as part of the accessory. The integrating sphere is fully integrated in the instrument's sample compartment, avoid coupling losses via fibre optics, as well as the software, including all calculations. This sphere option is required for FLS1000 instruments manufactured before February 2024 (provide the instrument's serial number to EI for verification). Note: The accessory is not directly compatible with air- and water-cooled cryostats N-K05DAX and N-K05DWX. Contact Edinburgh Instruments if both accessories are required.</p> | 1 | Nos. | |
| 2 | <p>S-CAL-FLS Hire of Spectrometer Calibration Lamps, FLS series, 5 days Qty: 1</p> <p>The hire of the FLS1000 calibration lamps is for a maximum period of 5 days on-site.</p> | 1 | Nos. | |
| 3 | Shipping cost to Kolkata and Return to the UK of the Calibration Lamp. | 1 | Job | |

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal)

ANNEXURE-V**STATEMENT ON PREVIOUS SUPPLY ORDERS/PERFORMANCE STATEMENT**

(On company letter head along with supporting documents, if any)

Tender Ref. No. :

To
 The Director
 Indian Institute of Science Education and Research Kolkata
 Mohanpur- 741 246, Dist. Nadia, West Bengal

| Order issued by | Order No. & Date | Qty ordered | Quantity supplied | by Price at which supplied | Total value of the order | Status as on date |
|-----------------|------------------|-------------|-------------------|----------------------------|--------------------------|-------------------|
| | | | | | | |

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

****Please attach copy of orders and installation/completion certificate showing the order value as proof.**

SELF DECLARATION

(On company letter head along with supporting documents, if any)

TO
THE DIRECTOR
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

Tender Reference Number:

1. With reference to Order no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier(please tick the correct category) for the items for which this tender has been floated and the bids are being submitted.
 - 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% ☐
 - Non –local supplier – has local content less than or equal to 20% ☐
2. We are solely responsible for the above mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. Detail of the location(s) at which the local value addition is made: _____

(Signature of the Authorized Person with
Organization Seal)

Note:

1. In case of procurement value more than 10 crores, this certificate is to be issued by Statutory Auditor/Cost Auditor/ practicing Cost Accountant / practicing Chartered Accountant as applicable as per the aforesaid order).
2. The bidders offering the imported product will fall under the category of non-local suppliers. They can't claim themselves as class-I local suppliers/Class-II local suppliers by claiming the service such as transportation, insurance, Installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

ANNEXURE-VII

NO RELATIONSHIP CERTIFICATE

(On company letter head along with supporting documents, if any)

TO
THE DIRECTOR
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

Tender Reference Number:

1. I/We* hereby certify that I/We* am/are* related/not related (*) to any EMPLOYEE of the Institute. (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 good 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.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

***Please delete as appropriate**

BID-SECURING DECLARATION

(To be printed on Organization Letter Head)

TO
THE DIRECTOR
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
MOHANPUR- 741 246, DIST. NADIA, WEST BENGAL

Tender Reference Number:

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.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[Name & address of Bidder and seal of company]

***Please delete as appropriate**

ANNEXURE-X

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(Ref Clause 9.4 of ITB and clause 5.8 of GCC) To the President of India, through Head of Procurement
Procuring Organisation [Complete address of the Procuring Entity]

Whereas..... (name and address of the contractor)
(hereinafter called “the contractor”) has undertaken, in pursuance of contract no
date..... to supply (description of goods and Works/ Services) (hereinafter called
“the contract”). And Whereas you have stipulated it in the said contract that the contractor shall furnish
you with a bank guarantee by a Commercial bank for the sum specified therein as security for
compliance with its obligations as per the contract;

And whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the
contractor, up to a total of(amount of the guarantee in
words and figures), and we undertake to pay you, upon your first written demand declaring the
contractor to be in default under the contract and without cavil or argument, any sum or sums within the
limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or
reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the full debt from the contractor before presenting us
with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be
performed there under or of any of the contract documents which may be made between you and the
contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice
of any such change, addition, or modification.

This guarantee shall be valid until the day of20..... Our.....
branch at.....*(Name & Address of the*(branch) is liable to pay the
guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only
and only if you serve upon us at our* branch a written claim or demand and received by us
at our* branch on or before Dt..... otherwise, the bank shall be discharged of all
liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

Seal, name & address of the
Bank and address of Branch

**Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.*

PRICE REASONABILITY CERTIFICATE

[To be provided on company Letterhead]

TENDER REFERENCE NUMBER:

PRODUCT NAME:

It is certified that the rates quoted in our bid document are the same and not higher than those quoted with other Government, public sector or private organizations. In case it is found that our supplies or quotes a lower rate to other Governments, public sector or private organisations, we would reimburse the excess.

(Seal & Signature of the bidder)

Contact Number

Email ID: