



**INDIAN INSTITUTE OF SCIENCE EDUCATION AND
RESEARCH THIRUVANANTHAPURAM [IISERTVM]**

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GST NO.32AAAJI0299R1ZS,
IEC CODE: 5308002193

IISER/PUR/PT/03/18-19

12/06/2018

INDEX FOR INVITATION FOR TENDER

(IFT)

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IEC CODE: 5308002193

IISER/PUR/PT/03/18-19

12/06/2018

INVITATION FOR TENDER (IFT)

Sealed and super scribed **Two-Part** bids are invited for supply, installation and commission of the following equipment's.

**I. Supply, Installation and Integration of
Audio Video Equipment**

- | | | |
|-------------------------------------|---|-------------------------------------|
| 1. IFT No. | : | IISER/PUR/0196/PYS/IT/18-19 |
| 2. DUE DATE | : | 10 TH JULY 2018 [4 PM] |
| 3. DATE OF OPENING OF TECHNICAL BID | : | 11 TH JULY 2018 [3 PM] |
| 4. DATE OF OPENING OF PRICE BID | : | Will be notified later. |
| 5. COST OF TENDER# | : | Rs. 500/- +12% GST [HSN code: 4911] |
| 6. EMD [BID SECURITY] ** | : | Rs. 92,000/- |
| 7 QTY REQUIRED | : | 1no |

- Please note Being an Institute under MHRD Govt of India IISER TVM will not entertain any type Advance Payment for the Equipment, AMC or any other Services.
- All the Commercial T&C should be made part of the Technical Bid.
- Index of the Enclosures in the Sealed Tender with a covering Letter is Mandatory for submission of Bids.
- Last Date for Receipt of Clarification:-22nd June 2018
- Technical Specifications in Pg.2

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Items Required

SINo	Products	Quantity
1	250" Motorized screen	1
2	7000 lumens WUXGA projector	1
3	55" LED Display	3
4	PTZ Camera with 'look-at-me' Button Control	1
5	Presentation system with Touch panel	1
6	21.5" Interactive touch display	1
7	Wireless Lapel Microphone System	1
8	Handheld Microphone System	2
9	Audio Amplifier	1
10	Speaker	4
11	Video conferencing system	1
12	22U rack	1
13	Customized Podium	1
14	Writing cum projection white board	1
15	Vertically sliding boards assembly	1

Specifications

250" Motorized screen

Parameter	Specification
Type	Tubular motorized screen
Aspect Ratio	16:9
Dimension	250" Diagonal Viewing Size (Width - 5535mm, Height - 3113mm)
Screen Material	Matte White, Wide viewing angle, Black Masking Borders and Easy to clean
Casing	Aluminium casing
Control	Inline switch and Remote control
Approved Brands	Draper/Elite/Grandview

7000 lumens WUXGA projector

Parameter	Specification
Projection Technology	3LCD
Native Resolution	WUXGA, 1920x1200
Aspect Ratio	16:9, 16:10
Normal lamp life	2000hrs
Normal white light output	7000lm
Normal colour light output	7000lm
Contrast ratio	8000:1
Input Interfaces	D-sub 15-pin, HDMI
Output Interfaces	D-sub 15-pin
LAN	RJ-45, 10BASE-T/100BASE-TX
Mount Kit	Ceiling
External Control	RS-232C
Others	motorised lens, both vertical and horizontal lens shift with image size and location controllable from the presentation system
Approved Brands	Christie/Epson/Sony

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55" LED Display

Parameter	Specification
Screen Size	55" diagonal
Resolution	1920 X 1080
Aspect Ratio	16:9
Contrast Ratio	5000:1
Brightness	450nit
Input	RGB, HDMI, Display Port, DVI-D
External Control	RS-232C, RJ-45
Approved Brands	LG/Panasonic/Samsung

PTZ Camera with 'look-at-me' Button Control

Parameter	Specification
Camera Sensor	1/2.8" Exmor CMOS
Video Format	1080P60/50/30/25
Optical Zoom / Digital Zoom	12X optical zoom / 10X Digital Zoom
Horizontal Viewing Angle	65 degrees (wide)
Mounting type	Desktop/wall/ceiling
Preset positions	16
Pan angle	+/-170 degrees
Tilt angle	+90 degrees/-20 degrees
Output Interface	HDMI
Camera control Interface	RS-232C, RJ-45
Approved Brands	Panasonic/Sony/View
Buttons for camera control	
Number of buttons	6 (for 6 different presets, located conveniently, to present views of different portion of the white board)
Mounting type	Wall

Presentation system with Touch panel

Parameter	Specification
Video Matrix Switcher	
Input	Min 6 input(3 x HDMI, 1 x VGA, 1 x Display port, 1 x RJ45(HDBaseT))
Output	4 x HDMI effective output
Resolution	1080p, 2K, 4K
Features	Seamless transition, Video and audio matrix switching, HDCP compliant, Automatic EDID management between connected devices
Audio DSP	
Input	4 x mic/line, Balanced/Unbalanced with phantom power
Output	4 x Stereo Balanced/Unbalanced
Frequency	20Hz to 20kHz
Features	Dynamics, Filters, feedback suppression
Touch panel	
Screen Size	7" or bigger
Type	Flip-up LCD Touch screen
Cable Retractors	1 x VGA- audio, 1x HDMI, 1 X Display Port, 1x RJ45, 2 x universal Power
Approved Brands	Crestron/Extron/AMX

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21.5" Interactive touch display

Parameter	Specification
Display	21.5" diagonal
Display type	IPS LCD
Resolution	1920x1080
Pen Type	Battery Free, Pressure sensitive, Cordless
Aspect Ratio	16:9
Data port	USB
Display connector	RGB/DVI-I
Work surface	Completely flat, textured, anti-glare
Mounting System	VESA stand
Touch	Multi-finger touch surface
Approved Brands	Hitachi/Sharp/Wacom

Wireless Lapel Microphone System

Parameter	Specification
Microphone	
Frequency Range	UHF band 506.000 - 865.000 MHz
Number of Channels	16
Modulation Mode	FM
Normal Deviation	±40 kHz
Frequency Response	20 Hz to 20 kHz
Receiver	
Receiving System	True diversity Receiver (UHF)
Signal-to-noise Ratio	>110 dB
Total Harmonic Distortion	<=0.5% (at 1 kHz)
Output connectors	AF output, 3-pin XLR, balanced AF output, 1/4" jack (6.35 mm), unbalanced
Bodypack Transmitter	
Radiated Tx Power	20 mW
Transducer type	Condenser
Polar Pattern	Omni Directional
Batteries	Two 1.5V AA
Approved Brands	Beyer Dynamic/Sennheiser/Shure/JBL

Handheld Microphone System

Parameter	Specification
Microphone	
Frequency Range	UHF band 506.000 - 865.000 MHz
Number of Channels	16
Modulation Mode	FM
Normal Deviation	±40 kHz
Operating range	100m
Frequency Response	65 Hz to 15 kHz
Receiver	
Receiving System	True diversity Receiver (UHF)
Signal-to-noise Ratio	>110 dB
Total Harmonic Distortion	<=0.5% (at 1 kHz)
Output connectors	AF output, 3-pin XLR, balanced AF output, 1/4" jack (6.35 mm), unbalanced
Transmitter	
Radiated Tx Power	10 mW
Transducer type	Dynamic
Polar Pattern	Super cardioids
Batteries	Two 1.5V AA
Approved Brands	Beyer Dynamic/Sennheiser/Shure/JBL

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Audio Amplifier

Parameter	Specification
Input	2 Balanced/Unbalanced
Output	2 channels, 4 or 8 ohms
Total Harmonic Distortion	<0.1% @250W per channel from 20Hz to 20kHz
Connectors (Speaker out)	3-pole captive screw connectors/Speakon
Input sensitivity	+3 dBu
Output power	250 watts RMS per channel, 8 ohms 500 watts RMS per channel, 4 ohms
Frequency response	20 Hz to 20 kHz
Approved Brands	Extron/QSC/Quest/EV/JBL

Speaker

Parameter	Specification
Speaker type	1 x 12" and 1 x 1", 2-way full range surface mount speaker
Frequency range	55 Hz to 20 kHz
Power capacity	250 W (RMS) continuous
Nominal sensitivity	85dB SPL
Nominal impedance	8 ohms
Mounting	Wall mountable with included mounting plates
Overload protection	For tweeter, woofer & crossover
Approved Brands	Extron/QSC/Quest/EV/JBL

Video conferencing system

Parameter	Specification
VC System	
Standards and protocols	H.323, SIP
Video Input	3xHDMI
Video Output	2xHDMI
Audio Input	2xLine-in
Audio Output	1xLine-out
Network	10/100/1000 RJ-45
VC Camera	
Resolution	1920x1080
Optical Zoom	10x
Horizontal field of view	65°
Vertical field of view	39°
Pan range	+ -100°
Tilt range	+ -20°
Approved brands	Avaya/Aver/Cisco/Polycom

22U floor mount network rack

Parameter	Specification
Dimensions	22U (600mm width, 1000mm depth)
Description	<ul style="list-style-type: none"> - Top and Bottom cover minimum 4 cut outs each for cable entry - All cut outs blanked by plastic caps - Formed steel 19" mounting angle - Powder coated - Side panels - Ergoform handle - Lock insert key - Earth rail and earth straps - Caster wheels (2 with Brake & 2 without Brake) - Can withstand load of 350Kg

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Colour	Light grey
Door	Front and back perforated vertical double door
Fans	Four fully wired 230V 90cfm mounted on top cover
Mounting hardware	2 (Pack of 20)
Power strips	Two 5/15 power strip with 5 sockets with at least 2.5m power chord
Approved Brands	Netrack/President/Rittal

Customized Podium

Specification
<ul style="list-style-type: none"> • ISI plywood with American cherry lamination • Magnetic lock on the podium door • Interactive touch display, and flip-up touch panel, CPU, and cable retractors should be installed in the podium. Remaining components to be placed in a nearby 22U rack which is easily accessible to the teacher. The podium to have space (retractable) for placing a laptop • Power sockets to be provided for connecting all the devices in the podium and rack • The CPU will be provided by IISER Thiruvananthapuram • Provision for adequate ventilation should be provided • Podium to be designed to avoid/minimize obstruction of the clear view of the writing boards, screen etc. for all members of the audience.

Writing cum projection white board

Parameter	Specification
Dimension	15ft x 6ft
Material	P3 ceramic matt-finish writing cum projection white board
Properties	<ul style="list-style-type: none"> - Dry erasable - Should be able to write using marker, pen or crayon - No ghosting after erase - Scratch, bacteria, chemical and fire resistant - Recyclable - ISO Certified

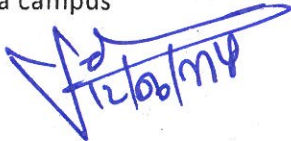
Vertically sliding writing boards assembly

Parameter	Specification
Dimension	Two 6ft x 4ft white boards
Overall Structure	Aluminium as per IS 1285:2002 powder coated with black colour matt finish or Hard wood (Teak) structure, custom built to specification with polished finish.
Writing surface	Vitreous coated ceramic steel white board
Backside of writing surface	Galvanized iron as per IS-277:2003
Corners	ABS Plastic
Top support	Full length powder coated steel
Bottom support	Full length powder coated steel with pen/duster tray
Approved Brands	Alkosisign/Polyvision/Mapiad (For writing surface only)
Mechanism	Counterweighted mechanism using chain, pulley and/or direct drive. The movement should be smooth and easy and no latches/hooks etc should be needed to put each board in any desired position. The movement should be free of shakes and vibrations and while writing the board should be firmly positioned without back and forth movement. Design to be cleared by IISER TVM prior to fabrication/procurement and erection.

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Other Conditions

- Amplifier output volume control should be possible either through touch panel or through a separate knob at the podium
- Video source and destination selection, motorized screen operation, projector on/off and projection size selection should be possible by touch panel button controls
- The vendor must have successfully completed at least one similar installation involving writing board, projector, LED display, presentation system and audio system. Purchase order copy and customer satisfaction certificate should be submitted, without which the offer is liable for rejection
- The offered items should meet the given specifications, which are the minimum required
- Product brochures of all offered items (non-fabricated) should be attached, without which the offer is liable for rejection
- Detailed connectivity diagram to be submitted
- Final positioning of writing boards, LED displays, speaker layout etc. to be evolved in consultation with IISER after award of work.
- VGA/HDMI cable, video distributor and Twister pair transmitter/receiver should be of AMX/Crestron/Extron make
- UTP cable, Audio cable and speaker cable should be of Kramer/Extron/Belden make
- IISERTVM will provide input power points for projector, camera, LED panels, wireless receivers and Console table
- PTZ camera should be installed so that presets will focus on different portions of the writing board and the output should get copied to the two LED screens by using button controls
- The touch panel should be programmed to incorporate VC functionality
- PTZ camera output should be connected to the VC device as input through matrix switcher
- The VC camera should be installed audience facing. Length of the VC camera cable should be at least 15m
- HDMI output of the VC device should be connected to the presenter facing LED display which is to be fixed at the back of one of the audience facing LED displays.
- Audio-in and audio-out of the VC device should be routed through the matrix switch
- HDMI over Ethernet convertors should be used to carry HDMI signals if the distance to cover is more than 15m
- Training on the entire setup should be provided to IISERTVM staff and the vendor should post an on-site qualified staff member for the first one year of operation
- All components except writing boards should carry 3 Year onsite warranty and 4th and 5th year onsite warranty price to be quoted separately
- 4th and 5th year onsite warranty price will be included in determining L1 vendor
- The compliance sheet as in Appendix A should be filled and attached
- The offered items should be provided as per Appendix B format for technical evaluation
- Price bid should be submitted as per Appendix C
- Vendor can add sub items under Appendix B and Appendix C
- Installation and commissioning should be done at IISER Vithura campus


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Appendix A: Compliance Sheet

Title	Complied (Yes/No)	Deviations
Amplifier output volume control facility will be provided as required		
Touch panel can be programmed as required by IISERTVM		
VC device can be integrated as mentioned in Other Conditions		
Different projection size selection is possible by touch panel button controls		
Purchase order copy and customer satisfaction certificate for one similar installation attached		
The offered items meet the given specifications		
Product brochures of all offered items are attached		
Detailed connectivity diagram attached		
PTZ camera will be installed with different presets using button controls as explained in this document		
The offered item list is provided in Appendix B format		
Price Bid is provided in Appendix C format		
4 th and 5 th year onsite warranty price is provided		

Appendix B: Offered Items

SINo	Products	OEM	Model/Part Number	Qty
1	250" Motorized screen			
2	7000 lumens WUXGA projector			
3	55" LED Display			
4	PTZ Camera with 'look-at-me' Button Control			
5	Presentation system with Touch panel			
6	21.5" Interactive touch display			
7	Wireless Lapel Microphone System			
8	Handheld Microphone System			
9	Audio Amplifier			
10	Speaker			
11	Video conferencing system			
12	22U rack			
13	Customized Podium			
14	Writing cum projection white board			
15	Vertically sliding boards assembly			

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Appendix C: Price Bid

SINo	Products	OEM	Model/ PartNu mber	Unit price	TAX	Qty	Total Price
1	250" Motorized screen						
2	7000 lumens WUXGA projector						
3	55" LED Display						
4	PTZ Camera with 'look-at-me' Button Control						
5	Presentation system with Touch panel						
6	21.5" Interactive touch display						
7	Wireless Lapel Microphone System						
8	Handheld Microphone System						
9	Audio Amplifier						
10	Speaker						
11	Video conferencing system						
12	22U rack						
13	Customized Podium						
14	Writing cum projection white board						
15	Vertically sliding boards assembly						
	Cables & Other items (add as required)						
	Installation charges						
	4 th Year onsite warranty price						
	5 th Year onsite warranty price						
Grand Total							

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II. Rate Contract for Modular LAN Installation and Fiber cable Installation and termination.

1. IFT No. : IISER/PUR/0197/PYS/IT/18-19
2. DUE DATE : 10TH JULY 2018 [4 PM]
3. DATE OF OPENING OF TECHNICAL BID : 11TH JULY 2018 [3 PM]
4. DATE OF OPENING OF PRICE BID : Will be notified later.
5. COST OF TENDER# : Rs. 500/- +12% GST [HSN code: 4911]
6. EMD [BID SECURITY] ** : Rs. 90,000/-
7. QTY REQUIRED : As per Annexure

- Please note Being an Institute under MHRD Govt of India IISER TVM will not entertain any type Advance Payment for the Equipment, AMC or any other Services.
- All the Commercial T&C should be made part of the Technical Bid.
- Index of the Enclosures in the Sealed Tender with a covering Letter is Mandatory for submission of Bids.
- Last Date for Receipt of Clarification:-22nd June 2018
- Technical Specifications in Pg.6

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Introduction

IISER Thiruvananthapuram is functioning out of its Vithura campus since August 2016. It has established LAN connectivity at different Academic and Office buildings. This rate contract is for providing additional network points inside research labs and other locations as and when required. Indoor and outdoor fibre laying and termination is also included in the rate contract. IISER Thiruvananthapuram invites offers from eligible vendors for this requirement for a period of one year.

Eligibility Criteria

1. The vendor should be a registered company and in operations for last 5 years. Certificate in this regard should be submitted.
2. The vendor should have successfully installed at least one project with modular UTP cabling for 250 nodes and laying and termination of 100m armoured fibre cable in the last financial year. PO copy and customer satisfaction certificate from the customer should be attached.
3. Fibre cable OEM and the brand should have 5 years of installation presence in India (Proof required)
4. The vendor should have office in Thiruvananthapuram, Kerala for enabling immediate assistance.

Scope of the work

Many of the newly established research labs are installed with Cable Management System (CMS) from MK Electric with minimum two Cat6 network outlets. These need to be terminated at the rack side using Cat6 patch panel. As and when additional LAN outlets are required, the vendor should be able to supply and install LAN components compatible with CMS as per need. For other requirements, regular modular Cat6 LAN components shall be supplied and installed. For providing connectivity to the new buildings, the vendor is required to supply and install fibre cable and accessories as and when required. The network racks inside the buildings are required to be connected to the core location using indoor fibre cable.

Terms of Execution of work

Any new requirement will be informed to the vendor. The vendor should visit IISER Thiruvananthapuram Vithura campus to assess the requirement. The vendor has to supply all the required materials and undertake the installation. The installation cost including material cost will be paid after successful completion of the job. No advance will be paid for procurement of material etc. In case of work related to UTP, the vendor should be able to start the work within one working day for minor works involving less than 5 new network points and all other works should commence within a maximum of five working days after communicating the requirement and should be present on every working day at the site until completion of the work. As part of the cable laying, the vendor has to arrange for drilling/cutting/patching if required. The work should be done in coordination with other departments and/or contractors of the Institute. In case of fibre material supply and installation, vendor should be capable of implementing the requirement within one month. One year warranty for the materials and work from the date of installation should be provided by the vendor.

Terms of Quantity of material

The list of items is provided in Appendix A. The vendor must use materials of an approved make/model where ever applicable. The quantity provided is based on expected requirement for one year and will be used to calculate total cost of operation while comparing the offers received in response to this tender. IISER Thiruvananthapuram is not obliged to procure the quantities mentioned. At the same time, IISERTVM reserves the right to increase quantities of all or some of the items up to 50% in excess of the estimate above at the same rate within the contact period if required.

Specifications

Outdoor Fibre Cable specification

Cable design	6-fibre OS2 9/125µm single mode armoured loose-tube, gel-free cable with water swellable tape and central strength member
Armour type	Corrugated steel
Jacket type	UV resistant and moister resistant polyethylene

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Maximum Loss	0.4dB/km @1310nm 0.3dB/km @1550nm
Maximum outer diameter	15mm
Installation Bend radius minimum	300mm
Operation Bend radius minimum	150mm
Installation Tensile load maximum	2700N
Operation Tensile load maximum	800N

Indoor Fibre Cable specification

Cable design	6-fibre OS2 9/125µm single mode low smoke zero halogen cable 900µm tight buffered
Strength member	Aramid yarn
Maximum Loss	0.75dB/km @1310nm 0.75dB/km @1550nm
Maximum outer diameter	5mm
Installation Bend radius minimum	100mm
Operation Bend radius minimum	50mm
Installation Tensile load maximum	667N
Operation Tensile load maximum	200N

Excavation of trenches

Manual excavation of depth 0.5m and required width for laying PLB HDPE pipes, dressing of sides, ramming of bottoms, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m

Construction of manhole

Size	1m x 1m x 0.65m
Excavation for manhole	Manual excavation over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed.
Brick work	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 3.5 in foundation and plinth in cement mortar 1:6 (1 cement : 6 coarse sand)
Plastering	15 mm cement plaster 1:3 (1 cement: 3 coarse sand) finished with a floating coat of neat cement on the rough side of single brick wall.
Manhole bottom PCC	Providing and laying in position cement concrete of specified grade including the cost of centering and shuttering - All work up to plinth level, 15cm thickness using 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 20 mm nominal size)
Manhole cover RCC	Providing and laying in position cement concrete of specified grade including the cost of centering and shuttering – 10cm thickness using 1:1.5:3 (1 cement :

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	1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)
Reinforcement for cover slab	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding using Thermo-Mechanically Treated bars

Appendix A: Required Items

Sl.No	Item	Measure	Qty	Approved Make
1	Cat 6 LAN socket suitable for MK Electric Cable Management System	Nos	300	MK/Legrand/Schneider
2	Modular plate suitable for MK Electric Cable Management System	Nos	300	MK/Legrand/Schneider
3	1-2 modular mounting box suitable for MK Electric Cable Management System	Nos	300	MK/Legrand/Schneider
4	Cat6 Jack Information Outlet with Collapsible Shutter	Nos	1200	Legrand/Molex/Schneider/Systimax
5	Cat6 UTP 23AWG cable with central separator and LSZH jacket	Mtr	20000	Legrand/Molex/Schneider/Systimax
6	Cat6 UTP 23AWG PATCH CHORD Factory made 1 meter	Nos	900	Legrand/Molex/Schneider/Systimax
7	Cat6 UTP 23AWG PATCH CHORD Factory made 3 meter	Nos	900	Legrand/Molex/Schneider/Systimax
8	Cat6 24 Port unloaded UTP patch panel	Nos	50	Legrand/Molex/Schneider/Systimax
9	Face Plate-Single	Nos	300	Legrand/Molex/Schneider/Systimax
10	Surface mount box	Nos	300	Legrand/Molex/Schneider/Systimax
11	1" PVC Conduit/Casing ISI	Mtr	5000	ISI mark
12	2" PVC Conduit/Casing ISI	Mtr	1000	ISI mark
13	1" PVC Flexible pipe ISI	Mtr	1000	ISI mark
14	2" PVC Flexible pipe ISI	Mtr	500	ISI mark
15	9U (600mm width, 500mm depth) Wall mount rack	Nos	30	Netrack/Rittal/APW-President
16	12U (600mm width, 500mm depth) Wall mount rack	Nos	30	Netrack/Rittal/APW-President
17	50mmx50mm ISI cable tray	Mtr	50	ISI mark
18	6-fibre 9/125µm OS2 single mode armoured outdoor fibre cable	Mtr	2000	As per specification
19	6-fibre 9/125µm OS2 single mode low smoke zero halogen indoor fibre	Mtr	2000	As per specification
20	1U rack mountable fibre tray with sliding drawer and 4 fibre adapter panel slots	Nos	40	Same OEM as fibre cable
21	Stackable fibre optic splice tray to hold up to 24 splices per tray	Nos	56	Same OEM as fibre cable
22	Fibre adapter panel loaded with 6 single mode fibre LC adapters	Nos	56	Same OEM as fibre cable
23	1m LC connector to pigtail, 9/125µm single mode simplex pigtail 900µm buffered fibre	Nos	336	Same OEM as fibre cable
24	3m LC-LC, 9/125µm single mode duplex patch cord	Nos	56	Same OEM as fibre cable

Appendix B: Compliance Sheet

Title	Complied (Yes/No)	Deviations
Certificate of company registration attached		
Audited financial statement for last financial year included		

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User satisfaction certificate supporting modular UTP cabling for 250 nodes and 100m fibre cable installation included		
Have an office in Thiruvananthapuram, Kerala		
Accepting the terms of execution of work		
Accepting the terms of quantity of material		
Indoor and outdoor fibre cable meet the given specification		
Fibre cable accessories are of the same OEM as fibre cable		
Fibre cable OEM and brand have 5 year installation presence in INDIA		
Excavation of trenches for PLB HDPE pipe laying will be as per given specification		
Manholes will be built as per given specification		
Materials of an approved brand will be used where ever applicable		
List of items offered is provided as per Appendix C for technical evaluation		
Price bid is provided as given under Appendix D		
One year onsite warranty for the materials and work offered		

Appendix C: Items offered

Sl.No	Item	Qty	OEM	Part/Model No
1	Cat 6 LAN socket suitable for MK Electric Cable Management System			
2	Modular plate suitable for MK Electric Cable Management System			
3	1-2 modular mounting box suitable for MK Electric Cable Management System			
4	Cat6 Jack Information Outlet with Collapsible Shutter			
5	Cat6 UTP 23AWG cable with central separator and LSZH jacket			
6	Cat6 UTP 23AWG PATCH CHORD Factory made 1 meter			
7	Cat6 UTP 23AWG PATCH CHORD Factory made 3 meter			
8	Cat6 24 Port unloaded UTP patch panel			
9	Face Plate-Single			
10	Surface mount box			
11	1" PVC Conduit/Casing ISI			
12	2" PVC Conduit/Casing ISI			
13	1" PVC Flexible pipe ISI			
14	2" PVC Flexible pipe ISI			
15	9U (600mm width, 500mm depth) Wall mount rack			
16	12U (600mm width, 500mm depth) Wall mount rack			
17	50mmx50mm ISI cable tray			
18	6-fibre 9/125µm OS2 single mode armoured outdoor fibre cable			
19	6-fibre 9/125µm OS2 single mode low smoke zero halogen indoor fibre			
20	1U rack mountable fibre tray with sliding drawer and 4 fibre adapter panel slots			
21	Stackable fibre optic splice tray to hold up to 24 splices per tray			
22	Fibre adapter panel loaded with 6 single mode fibre LC adapters			
23	1m LC connector to pigtail, 9/125µm single mode			

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	simplex pigtail 900µm buffered fibre			
24	3m LC-LC, 9/125µm single mode duplex patch cord			

Appendix D: Price bid format

Sl.No	Item	OEM	Measure	Unit Price	TAX %	Qty	Total
1	Cat 6 LAN socket suitable for MK Electric Cable Management System		Nos			300	
2	Modular plate suitable for MK Electric Cable Management System		Nos			300	
3	1-2 modular mounting box suitable for MK Electric Cable Management System		Nos			300	
4	Cat6 Jack Information Outlet with Collapsible Shutter		Nos			1200	
5	Cat6 UTP 23AWG cable with central separator and LSZH jacket		Mtr			20000	
6	Cat6 UTP 23AWG PATCH CHORD Factory made 1 meter		Nos			900	
7	Cat6 UTP 23AWG PATCH CHORD Factory made 3 meter		Nos			900	
8	Cat6 24 Port unloaded UTP patch panel		Nos			50	
9	Face Plate-Single		Nos			300	
10	Surface mount box		Nos			300	
11	1" PVC Conduit/Casing ISI		Mtr			5000	
12	2" PVC Conduit/Casing ISI		Mtr			1000	
13	1" PVC Flexible pipe ISI		Mtr			1000	
14	2" PVC Flexible pipe ISI		Mtr			500	
15	9U (600mm width, 500mm depth) Wall mount rack		Nos			30	
16	12U (600mm width, 500mm depth) Wall mount rack		Nos			30	
17	50mmx50mm ISI cable tray		Mtr			50	
18	6-fibre 9/125µm OS2 single mode armoured outdoor fibre cable		Mtr			2000	
19	6-fibre 9/125µm OS2 single mode low smoke zero halogen indoor fibre		Mtr			2000	
20	1U rack mountable fibre tray with sliding drawer and 4 fibre adapter panel slots		Nos			40	
21	Stackable fibre optic splice tray to hold up to 24 splices per tray		Nos			56	
22	Fibre adapter panel loaded with 6 single mode fibre LC adapters		Nos			56	
23	1m LC connector to pigtail, 9/125µm single mode simplex pigtail 900µm buffered fibre		Nos			336	
24	3m LC-LC, 9/125µm single mode duplex patch cord		Nos			56	
25	Rack fixing charges		Nos			60	
26	Casing and Capping/Conduit laying charges		Mtr			6000	
27	Flexible pipe installation charges		Mtr			1500	
28	50mmx50mm cable tray installation charges		Mtr			50	
29	UTP cable laying charges		Mtr			20000	
30	Surface mount box, face plate and information outlet installation charges		Nos			300	

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31	Mounting box, modular plate and information outlet installation at CMS charges	Nos		300	
32	UTP Patch panel installation charges	Nos		50	
33	Rack side Information Outlet termination charges	Nos		900	
34	LAN link testing charges	Nos		900	
35	Fibre tray installation	Nos		40	
36	Fibre splicing	Nos		350	
37	Fibre link testing and labelling	Nos		28	
38	Outdoor Fibre laying through DWC pipes/PLB HDPE pipes/PVC conduit/wall/plenum/internal building including opening and cleaning existing manholes and ducts, removing and putting back manhole slabs	Mtr		2000	
39	Indoor Fibre laying through PVC conduit	Mtr		2000	
40	Excavation of trenches for laying PLB HDPE pipes - all kinds of soil	Mtr		1000	
41	Excavation of trenches for laying PLB HDPE pipes – ordinary rock	Mtr		500	
42	Excavation of trenches for laying PLB HDPE pipes – hard rock	Mtr		500	
43	Removal of Interlocks and restoration in proper manner	Square Meter		500	
44	Making provision on wall /chamber/RCC as required for laying PLB HDPE pipe and restore the surface smooth and finish with proper packing using 1:3 Cement mortar	Cubic Meter		50	
45	Laying & fixing PLB HDPE pipes for outdoor fibre cable laying complete with couplers, washers, fittings and clamps including cutting, joining etc. as per IS 14930, Part II, complete as required.	Mtr		2000	
46	Construction of manhole of size 1m X 1m X 0.65m	Nos		10	
				Total	

Other Conditions

- The vendor should fill and submit the compliance sheet as provided in Appendix B
- The vendor should submit the price bid in the form provided in Appendix D with no corrections
- In case of discrepancy between unit rate and total price quoted, the unit rate quoted will take precedence
- Materials should be supplied, installed and tested at IISER Thiruvananthapuram, Vithura campus
- Material supply will be as per job requirements as directed by the officer-in-charge
- The OEM's warranty on all items should be serviced by the vendor. Defect liability for installation and other works will be for a period of one year from the date of commissioning

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TERMS&CONDITIONS

- 1) **Bid with IFT No. & Item Name shall be quoted over cover**
- 2) All the correspondence in this regard should be done in favour of Deputy Registrar (Purchase & Stores), Indian Institute of Science Education & Research Thiruvananthapuram, Maruthamala P.O, Vithura, Thiruvananthapuram- 695551.
- 3) Instructions to Bidders [Annexure I] and General Terms and Conditions of the Contract [Annexure II] shall be followed.
- 4) #Tender cost and Bid Security should be paid. EMD should be paid through State Bank Collect - Tender No & Company Name must be mentioned in the Remarks column. Quotes should accompany a copy of Transaction slip /Print out OR Bank guarantee equivalent to the EMD value with validity 90 days.
- 5) **Bid Security [refundable without any interest] shall be as per clause 1.15 of Annexure I. In case the Bid security is provided by Bank Guarantee, specimen for the same is at Annexure III.
- 6) **Clause 1.10[Bid Form] of Annexure I is not applicable for this Tender.**
- 7) **Tenders without Tender Cost, and Bid Security shall not be considered and summarily to be disqualified from participating tender.**
- 8) **Tenders are to be submitted to the Purchase & Stores Office 1st Floor, Indoor Stadium, IISER Campus, Maruthamala Vithura. -695551 before the due date and time.**
- 9) **Tender Opening:**
All tenders will be opened at P&S Office, Indoor Stadium, IISER Campus, Maruthamala Vithura. Authorized representatives of the bidders may attend the Tender Opening only **with authorization letters and Valid Company ID Card**. Persons who come without Authorization letters will not be permitted to attend Tender Opening process.

TWO - PART TENDER

PART I - TECHNICAL BID:

Consisting of all Technical details along with commercial terms and conditions. Tender Cost and Bid Security [EMD] signed shall be sent along with Technical bids, Clientele list and details of TWO major installations in India.

PART II - PRICE BID:

Showing item-wise prices for the items mentioned in the Technical Bid. **The technical bid and the Price bid should be in separate sealed and super scribed covers. Both these covers are to be put in a sealed bigger cover super scribing Tender No and due date.** Technical bids will be opened first and after evaluation, price bids of only the shortlisted bidders will be opened.


DEPUTY REGISTRAR
[PURCHASE & STORES]
IISERTVM

INSTRUCTIONS TO BIDDERS

- 1.1. ELIGIBLE BIDDERS.**
- 1.1.1 This Invitation for Bids is open to all suppliers.
- 1.1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.2. COST OF BIDDING**
- 1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 1.3. FRAUD AND CORRUPTION:**
- 1.3.1 The purchaser requires that the bidders/suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts.
- 1.3.2 The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
The Bidding Documents
- 1.4. COST OF BIDDING DOCUMENTS**
- 1.4.1 Interested eligible bidders may download the document from our Website. However the bid document cost to be paid during the submission of the bid.
- 1.5. CONTENT OF BIDDING DOCUMENTS**
- 1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.
- 1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. **Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.**
- 1.6. CLARIFICATION OF BIDDING DOCUMENTS**
- 1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing via fax/email. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.
- 1.7. AMENDMENT OF BIDDING DOCUMENTS**
- 1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by e-mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.
- 1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, while in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.
- 1.7.4 In case of any amendment to the bid, it will be done at least 7 days before due date and will be published in website. Bidders are required to keep this in view before submission. Normally extension of due date will not be entertained. However in special cases if due date is extended, it will be notified under the same tender notice before 3 days of due date.
- PREPARATION OF BIDS**
- 1.8. LANGUAGE OF BID**
- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.
However of GOI makes it mandatory under Rajbhasha Abhniyam in that case views of Rajbhasha unit of IISER-TVM may be sought.
- 1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 1.9. DOCUMENTS COMPRISING THE BID**
- 1.9.1 The bid prepared by the Bidder shall include:
- a) Bidder Information
 - b) Bid security as specified in the Invitation to Bids.
 - c) Service support details
 - d) Deviation Statement if any.
 - e) Performance Statement.
 - f) Manufacturer's Authorization.
 - g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
 - h) Bid form.
 - i) Documents establishing goods eligibility and conformity to bidding documents.
 - j) Applicable Price Schedule Form.
 - k) DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Govt. of India.
- 1.10. BID FORM AND PRICE SCHEDULE**
- 1.10.1 The bidder shall complete the Bid with the appropriate price schedule.
- 1.11. BID PRICES**
- 1.11.1 The Bidder shall indicate on the appropriate price schedule, the unit prices and total bid prices of the goods it proposes to supply under the contract.
- 1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:
- (A) FOR GOODS MANUFACTURED WITHIN INDIA**
- (i) The price of the goods quoted Ex-works including taxes already paid.
 - (ii) VAT and other taxes like excise duty etc **(shall be shown extra)** which will be payable on the goods if the contract is awarded.
- a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule.
 - b. The installation, commissioning and training charges including any incidental services, if any.
- (B) FOR GOODS MANUFACTURED ABROAD**
- Bidders are required to show break-up of Ex-works [which should include packing and handling charges], FOB/FCA and CIF/CIP price in the quotation. IISERTVM has a mechanism for consolidation and customs clearance. The consolidators will be nominated for this purpose at the time of awarding the contract if desires so.**
- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule.
 - (ii) The charges for insurance and transportation of the goods to the port/place of destination.
 - (iii) **The agency commission charges should be shown, if any.**
 - (iv) The installation, commissioning and training charges including any incidental services, if any
- 1.11.3 **The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.**
- 1.11.4 Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete.
- 1.11.5 The price quoted shall remain fixed during the contract period and shall not vary on any account
- 1.11.6 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be

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- not included in the bid.
- 1.11.7 **The purchases made by the purchaser for scientific purpose are exempt from excise duty under 10/97 notification and Custom Duty under notification 51/96.**
- 1.12. BID CURRENCIES**
- 1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.
- 1.13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**
- 1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 1.13.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;
- (a) The bidder meets the qualification criteria listed in bidding documents, if any.
- (b) Bidder that doesn't manufacture the goods it offers to supply shall submit to Manufacturers' Authorization Form (MAF) to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
- (c) In case a bidder 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.
- 1.13.3 Conditional tenders shall not be accepted
- 1.14. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS**
- 1.14.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced bid; and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 1.15. BID SECURITY**
- 1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- 1.15.2 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:
- (a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalized/Scheduled Indian bank; or
- (b) Fixed Deposit receipt pledged in favour of the IISER-TVM.
- (c) A Banker's cheque or demand draft in favour of IISERTVM issued by any Nationalised/Scheduled Indian bank.
- 1.15.3 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 15.11 are invoked.
- 1.15.4 The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.5 While Bid security (EMD) is a requirement, the Director IISER-TVM may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute.
- 1.15.6 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.
- 1.15.8 **The firms registered with DGS&D, NSIC if any, are exempted from payment of bid security (BS) provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.**
- 1.15.9 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.10 The bid security may be forfeited:
- (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) **In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.**
- 1.16. PERIOD OF VALIDITY OF BIDS**
- 1.16.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**
- 1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
- 1.17. FORMAT AND SIGNING OF BID**
- 1.17.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.
- 1.17.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 1.17.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.
- 1.17.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 1.17.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
- 1.18. SUBMISSION, SEALING AND MARKING OF BIDS**
- 1.18.1 The bidders may submit their duly sealed bids generally by post or by hand.
- 1.18.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.
- 1.18.3 In the case of bids invited on two part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents

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- as listed in ITB 1.9.1 excepting for h & j and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.
- 1.18.4 (a) The inner and outer envelopes shall be addressed to the Purchaser indicated.
 (b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the invitation for bids.
- 1.18.5 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.
- 1.18.6 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the TOC without disclosing the price.
- 1.19. DEADLINE FOR SUBMISSION OF BIDS**
- 1.19.1 Bids must be received by the Purchaser at the address specified in Invitation for bids not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 1.19.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 1.20. LATE BIDS**
- 1.20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
- 1.20.2 Such tenders shall be marked as late and not considered for further evaluation. They shall **not** be opened at all and be returned to the bidders in their original envelope without opening.
- 1.21. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**
- 1.21.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub- Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice.
 All notices must be:
 (a) submitted in accordance with ITB Clauses 17 and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.
- 1.21.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.
 Opening and Evaluation of Bids
- 1.22. OPENING OF BIDS BY THE PURCHASER**
- 1.22.1 The Purchaser will open all bids one at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. 1.22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 1.22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Price-bids in the case of two-bid system.
- 1.22.2.1 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.22.2.2 ***Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.***
- 1.23. CONFIDENTIALITY**
- 1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 1.24. CLARIFICATION OF BIDS**
- 1.24.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
- 1.25. CONVERSION TO SINGLE CURRENCY**
- 1.25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.
- 1.26. CONTACTING THE PURCHASER**
- 1.26.1 Subject to ITB Clause 1.24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.26.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- 1.27. POST QUALIFICATION**
- 1.27.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.
- 1.27.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder.
 A negative determination will result in rejection of the Bidder's bid.
- 1.28. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
- The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- 1.29. WARRANTY**
- 1.29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 1.29.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 1.29.3 Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may

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- be, have been delivered to and accepted at the final destination indicated, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 1.29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.
The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 1.29.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 1.29.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 1.29.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

1.29.8 **Performance Guarantee:**
The successful bidder is required to submit a performance Guarantee of 10% of Purchase Order value valid during warranty period.

1.30 PENALTY CLAUSE

1.30.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in contract of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in contract. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC. Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable

1.31 INSURANCE

- 1.31.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in contract.
- 1.31.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- 1.31.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- 1.31.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

1.32 TRANSPORTATION

- 1.32.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.
- 1.32.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 1.32.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

1.33 PACKING

Should be as per standards prescribed for international trade and movement of the goods.

1.34 STANDARDS

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

1.35 PERFORMANCE SECURITY

- 1.35.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security of 7% of Contract/ Purchase Order value in the amount specified in the Contract, valid till 60 days beyond the completion of contractual obligations.
- 1.35.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.35.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 1.35.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 1.35.5 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or,
 - (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
 - (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.36 DELIVERY SCHEDULE

Delivery schedule should be specified clearly.

1.37 PAYMENT TERMS

For Indigenous supplies payment will be made within 30 days from the date of supply, installation and commissioning. For Imported goods, the preferred payment mode of the Institute is Sight Draft /Net 30 days. If Letter of Credit is insisted by the vendors, the LC will be established for 100% of Purchase Order value out of which 90% will be paid against shipping evidence and 10% after installation and commissioning and on submission of Performance Bank Guarantee for 10% of Purchase Order value which should be valid during warranty period. However the advance payment to the vendors is not encouraged.


 Deputy Registrar
 [In-charge]
 [Purchase & Stores]

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2.1 DEFINITIONS

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) "GCC" means the General Conditions of Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- i) "SCC" means the Special Conditions of Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- l) Indian Institute of Science Education and Research, Thiruvananthapuram (IISER-TVM) means a society registered under the Travancore Cochin Literary Scientific and Charitable Societies' Registration Act, 1995 (12 of 1955) on 20.02.2008 at Kerala at no. T.342/08.
- m) "The final destination," where applicable, means the place named in the SCC.

2.2 CONTRACT DOCUMENTS

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 FRAUD AND CORRUPTION

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

- a) The terms set forth below are defined as follows:
 - i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) the purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent,

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- engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question:
- 2.4 JOINT VENTURE, CONSORTIUM OR ASSOCIATION**
- 2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 2.5 SCOPE OF SUPPLY**
- 2.5.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 2.6 SUPPLIERS' RESPONSIBILITIES**
- 2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.
- 2.7 CONTRACT PRICE**
- 2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 2.8 COPYRIGHT**
- 2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 2.9 APPLICATION**
- 2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
- 2.10 STANDARDS**
- 2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.
- 2.11 USE OF CONTRACT DOCUMENTS AND INFORMATION**
- 2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information, furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 2.12 PATENT INDEMNITY**
- 2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in India; and
- (b) the sale in any country of the products produced by the Goods.
- 2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.
- 2.13 PERFORMANCE SECURITY**
- 2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.
- 2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 2.13.5 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or,
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
- (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.
- 2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

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- 2.13.8 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.
- 2.14. INSPECTIONS AND TESTS**
- 2.14.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.
- 2.14.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes
- 2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 2.14.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection
- 2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 2.14.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 2.14.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 2.14.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
- 2.15. PACKING**
- 2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser
- 2.16. DELIVERY AND DOCUMENTS**
- 2.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 2.16.2 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- 2.16.3 The mode of transportation shall be as specified in SCC
- 2.17. INSURANCE**
- 2.17.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.
- 2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- 2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- 2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
- 2.18. TRANSPORTATION**
- 2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.
- 2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.
- 2.19. INCIDENTAL SERVICES**
- 2.19.1 The supplier may be required to provide any or all of the services, if any, specified in SCC
- 2.20. SPARE PARTS**
- 2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- 2.21. WARRANTY**
- 2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 2.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.
The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

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- 2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 2.21.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.
- 2.22 TERMS OF PAYMENT**
- 2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.
- 2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.
- 2.22.4 Payment shall be made in currency as indicated in the contract.
- 2.23 CHANGE ORDERS AND CONTRACT AMENDMENTS.**
- 2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipping or packing;
 - (c) The place of delivery; and/or
 - (d) The Services to be provided by the Supplier.
 - (e) The delivery schedule.
- 2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- 2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.
- 2.24 ASSIGNMENT**
- 2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 2.25 SUBCONTRACTS**
- 2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.
- 2.26 EXTENSION OF TIME.**
- 2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.
- 2.27 PENALTY CLAUSE**
- 2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC. Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable
- 2.28 TERMINATION FOR DEFAULT**
- 2.28.1 The Purchaser 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 within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.
- 2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:
- (a) The Performance Security is to be forfeited;
 - (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
 - (c) However, the supplier shall continue to perform the contract to the extent not terminated.
- 2.29 FORCE MAJEURE**
- 2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default 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.
- 2.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser 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.
- 2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.
- 2.30 TERMINATION FOR INSOLVENCY**
- 2.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 2.31 TERMINATION FOR CONVENIENCE**
- 2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.31.2 The Goods those are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
- 2.32 SETTLEMENT OF DISPUTES**
- 2.32.1 The Purchaser 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.
- 2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser 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.
- 2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected

Handwritten signature and date: 12/02/24

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 Chairman, Board of Governors of IISER TVM 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.

(b) In the case of a dispute between the purchaser 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.

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

2.32.5 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

2.33 GOVERNING LANGUAGE

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

2.34 APPLICABLE LAW

2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.35 NOTICES

2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.36 TAXES AND DUTIES

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/ production.

2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.37 RIGHT TO USE DEFECTIVE GOODS

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

2.38 PROTECTION AGAINST DAMAGE

2.38.1 The system shall not be prone to damage during power failures and trip outs.

The normal voltage and frequency conditions available at site as under:

(a) Voltage 230 volts - Single phase/ 415 V 3 phase (+_ 10%)

(b) Frequency 50 Hz.

2.39. SITE PREPARATION AND INSTALLATION

The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchasers' site immediately after notification of award/contract.


DEPUTY REGISTRAR
[IN-CHARGE]
[PURCHASE & STORES]
IISERTVM

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (BS)

Whereas (hereinafter called the "tenderer") has submitted their offer dated.....for the supply of..... (hereinafter called the "tender") against the Purchaser's tender enquiry No..... KNOW ALL MEN by these presents that WE..... of having our registered office at..... are bound unto(hereinafter called the "Purchaser) in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

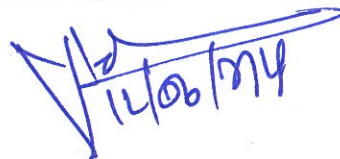
- 1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser (IISER-TVM) having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

Signature of the authorized officer of the bank

Name and designation of the officer

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



Handwritten signature and date: 14/06/2014

SPECIMEN

**PERFORMANCE SECURITY FORM
MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (.....description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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 said debt from the supplier before presenting us with the 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 supplier 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 of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

[Handwritten signature]
12/06/14

