



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

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THIRUVANANTHAPURAM 695016,  
KERALA, INDIA

IISER/PUR/PT/07/16

20<sup>th</sup> October 2016

**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 OF LECTURE CAPTURE SYSTEM FOR 2 CLASSROOM**

- |                                     |   |                                       |
|-------------------------------------|---|---------------------------------------|
| 1. IFT No.                          | : | IISER/PUR/8361/16                     |
| 2. DUE DATE                         | : | 23 <sup>rd</sup> November 2016 [4 PM] |
| 3. DATE OF OPENING OF TECHNICAL BID | : | 24 <sup>th</sup> November 2016 [3 PM] |
| 4. DATE OF OPENING OF PRICE BID     | : | Will be notified later.               |
| 5. COST OF TENDER#                  | : | Rs. 500 + 5% VAT                      |
| 6. EMD [BID SECURITY] **            | : | Rs. 1,00,000/-                        |
| 7 QTY REQUIRED                      | : | As per Appendix A                     |

**Introduction:**

Indian Institute of Science Education and Research Thiruvananthapuram (IISER-TVM) is dedicated to scientific research and science education of international standards. The institute aims to provide high quality education in modern science, integrating it with outstanding research at the undergraduate level itself, and develop a spirit of research cutting across disciplines.

Through this tender, IISER-TVM is inviting proposals, in two-cover format, from reputed Original Equipment Manufacturers (OEM) or their dealers/distributors/agents (bidder) for the supply and installation of Lecture Capture and Video Management Platform for the institute at its permanent campus in Vithura, referred hereafter to as 'the site'.

**Bidders Eligibility Criteria:**

- The bidder should have supplied comprehensive lecture capture solutions with content capture as well as a full featured content management, delivery and archiving system to at least one national level, centrally funded teaching and research institute (PO copies, testimonials, completion reports etc may be furnished as proof along with the technical bid)
- Third party vendors or system integrators participating in the tender should furnish authorization letter(s) from the OEM(s) for the lecture recording hardware as well as the video processing and management software.
- The OEM/ bidder has to quote all the products as per the Tender
- The OEM/bidder should be in the business in India for 4 years or more as on 30-05-2016. This should be supported by the certificate of registration issued under the companies act by a competent authority.

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- The OEM/bidder should submit catalogue with complete technical details with Make and Model for technical evaluation purpose. Bids without Catalogue or with incomplete information will be rejected.
- There should be no complaint against the OEM/bidder for poor performance of the equipment supplied.
- The OEM should have certification as per the International Standards.
- The bidder should undertake to provide after sale-service whenever needed by the purchaser.

### **General Requirements:**

- Lecture Capture system requirement is for two separate classrooms.
- For each classroom, the lecture capture system should be able to capture inputs from a minimum of two video cameras plus one laptop/Desktop output.
- The vendor must provide a complete video management platform capable of recording, publishing, managing and searching video content.
- Warranties, Licenses, Annual Maintenance Contracts etc should be through a single vendor or point of contact.

### **Specifications:**

#### **Video Camera**

- The video cameras must be configured in such a way that in each classroom it can capture the content of a blackboard at least 16 feet wide and produce video from where normal blackboard handwriting can clearly be read.
- The video camera must be remote controllable Pan/Zoom/Tilt (PTZ) camera and it must be both Desktop and Ceiling mountable.
- The video camera must meet the following specifications:
  - Image sensor: 1/3 type MOS/CMOS or larger format sensor
  - Minimum illumination: 3 lux (50IRE, F1.6, 30fps) or better
  - Video recording format must support multiple resolutions including:
    - 1080p at 30fps or higher
    - 1080i at 30fps or higher
    - 720p at 30fps or higher
  - Optical Zoom 18X or higher
  - Digital Zoom 10X or higher
  - Minimum view angle at Wide end 60 degrees
  - Minimum Pan angle range +/- 170 degrees
  - Minimum Tilt angle range +90/-20 degrees
  - Focus system must have both manual/automatic mode.
  - Audio input must support ON/OFF option.
  - It must be remote controllable via IR remote control as well via standard IP network.
  - Output connectivity options must include 3G-SDI, HDMI among other options.
  - It must support simultaneous H.264 compressed video/audio stream via IP.
- The video camera output must be wired to the the Video Platform Recording Appliance specified below.

#### **Recording Appliance**

- Recording appliances must support both live streaming and on-demand capture or on-demand capture only.
- Room-based recording appliances must be capable of capturing and streaming three simultaneous HD content sources, including two full motion 30fps videos.
- Recording appliances must support video capture:

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- From both digital and analog signals including DVI, HDMI, 3G-SDI, HD-SDI, SD-SDI, Composite, Component and S-Video inputs
- At high definition resolutions up to 1080p at 30fps
- At standard definition resolutions up to 576i at 30fps
- Recording appliances must support various video streaming profiles and encoding rates from 56k to 4Mbps, as well as adaptive bitrate streaming to adjust video quality in real-time based on viewing devices and available bandwidth.
- Recording appliances must support capture from a variety of DVI-I and VGA content sources including, but not limited to, computers/laptops, tablets, whiteboards and visualizers at:
  - 1080p, 1080i, 720p and 480p HD resolutions
  - 1920 x 1200 maximum DVI digital resolution
  - 2048 x 1536 maximum analog RGB resolution
- Recording appliances must support audio capture from both digital and analog signals including balanced HDMI embedded, balanced SDI embedded audio, balanced XLR and unbalanced RCA inputs.
- Recording appliances and personal capture software must provide visual confidence monitors for all audio, video and content inputs.
- Recording appliances must support the ability to pause/resume recording at any time.
- Recording appliances must support automated content capture which supports:
  - Designating recording start and stop times
  - Designating schedules for one-time and/or recurring recordings.
  - Setting recording exclusion dates, per schedule or globally.
  - Importing schedules from other scheduling or course management applications.
- Recording appliances must support remote monitoring and control of all operations from anywhere via a web-based application. Remote operations must include:
  - Confidence monitoring for audio, video and presentation content
  - Ability to start/stop/pause recording
  - Ability to select and change audio, video and image input devices
  - Ability to adjust image quality, image change sensitivity and image scan rate (captured frames per second)
  - Ability to advance content slides
  - Ability to delete content from the recording appliance
  - Ability to publish content from the recording appliance to the video management platform
- Recording appliances must support creation of a DVD, CD, and USB for distribution of the encoded content.
- The lecture capture solution must also have an option for a Portable Recording Appliance must with an integrated touchscreen display.

### Personal Capture Software

- The lecture capture system must provide a software option for personal video capture.
- The personal capture software must accommodate a variety of recording scenarios:
  - Screencast with video
  - Screencast with audio
  - Slideshow with video
  - Slideshow with audio
- Desktop recording must support the ability to pause/resume recording at any time.

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- The personal capture software must support video uploads from in a variety of formats including Flash®, QuickTime®, AVI, Windows Media®, MP4 and more, including mobile video uploads.
- The personal capture software must provide the ability for users to edit, organize, search, publish, share and manage their personal library of content. (See Video Content Management section below for detailed specs.)

## Video Management Platform Software

### General

The video management platform must include a customizable video portal for users to browse, search and watch live and on-demand video content.

- The video portal must allow portal creators to:
  - Prominently showcase featured content
  - Create channels based on folder or catalog taxonomies, search terms or tags
  - Customize the portal with their own logo, color schema and footer images, text and links
- The video portal must allow users to:
  - Browse content based on most recent, most viewed, recently created, recently viewed and currently live
  - Browse channels based most recent, channel name, most viewed or recently created
  - Search content and channels by keywords
  - Find related content based on tags
- Optionally, the video management platform must automatically create basic video catalogs with:
  - Customizable page layouts including video previews, calendar views and list views.
  - Customizable banners and color schemes.
  - Options to search, filter and sort content
  - RSS feeds for authorized users to subscribe to content of interest.
  - Links to additional related materials and websites.
- The video management platform's portals and catalogs must be available and optimized for viewing on PCs, Macs, iOS devices and other mobile devices.
- The video management platform must automatically generate embed code for all content and content catalogs/playlists allowing them to be easily integrated into other websites or applications.
- The video management platform must support the Learning Tools Interoperability (LTI) standard allowing content to be seamlessly published to any LTI-conformant learning management system (e.g. Blackboard®, Canvas, Desire2Learn®, Moodle™, Sakai etc.) See Integrations section for details.
- The video management platform must allow pre-scheduled actions that will automatically change a video's visibility/publishing status (e.g. from viewable, private or offline) on a specific date or after a defined period of time.
- The video management platform must organize, secure, track and manage all content captured by the recording solutions.
- The video management platform must ingest, organize, secure, track and manage any ingested
- The video management platform must provide actionable reports that show how video storage is used by presentations, revisions, content type and sources. From the report, content managers must be able to delete videos as needed to regain storage.

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- The video management platform must support pre-scheduled actions to change a video's visibility (e.g. viewable, private or offline) or move it to the recycle bin on a specific date or after a defined period of time.
- The video management platform must support the definition of content quota policies to manage the amount of user-published content (based on video size).  
Once applied:
  - All video published to a user's folder is subject to quota enforcement.
  - Exceeding quota prevents the user from creating or uploading additional video.
  - The video management platform notifies the user when quota is reached or exceeded.
  - The video management platform notifies the user when total content size/storage returns under quota.
- The video management platform must provide quota reports that show content quota thresholds and use, total storage allowed and total storage remaining per user.
- The video management platform must allow system administrators to set video quality and maximum encoding settings for user-uploaded videos or desktop recordings.
- The video management platform must be able to track and list all ownership changes made to any video asset.

### **Analytics**

- The video management platform must track and display viewing statistics for all live and on-demand videos.
- The video management platform should track and report playback statistics for the contents, such as:
  - A heat map of viewer engagement for the duration of the video
  - Total live and on-demand views
  - Peak connections
  - Viewing activity by date range
  - Viewing activity by unique users (percentage watched, total time watched, and live and on-demand views per user)
  - Viewing activity by unique IP address (percentage watched, total time watched, and live and on-demand views per IP address)
- The video management platform should track and report playback statistics for the contents, such as:
  - Total content authored
  - Percentage of total content authored
  - Live, on-demand and total views
  - Percentage of total views
  - Average views per piece of content
- The video management platform should track and report playback statistics for each user, such as:
  - Videos watched
  - A heat map of user engagement any video watched
  - Total time watched
  - Live, on-demand and total views
- The video management platform should provide reporting statistics for server use, such as:
  - Total videos viewed
  - Live, on-demand and total views
  - Most viewed content
  - Total users

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- Most active user
- Most active IP address
- Views by date range
- Views by browser type
- Views by platform type
- The video management platform must provide easy-to-read dashboards of key playback and server statistics that graphically show viewing patterns.
- The video management platform must allow customization of reporting criteria and save customized reports for future re-use.
- The video management platform must be able to automatically generate and email reports to designated recipients.

### Search

- The video management platform must allow users to add keyword tags to any content.
- The video management platform must create searchable metadata by auto-scanning and indexing any content's:
  - Audio track against a custom word list provided by the user
  - Content slides using OCR (optical character recognition)
  - Tags and metadata
- Users must be able to keyword search within a single piece of content, within a collection of content and across the entire video library.
- All publicly available content must be optimized for indexing by search engines based on the content's metadata, slide text derived from OCR.

### Editing

- The video management platform must provide web-based editing capabilities for all content, regardless of capture source, including the ability to:
  - Crop, cut or replace video
  - Add, delete or replace content slides
  - Add a watermark to the video window
  - Create alternate slide text
  - See an editing history with ability to revert to previous revisions
  - The video management platform must support the ability to create content approval workflows that enable authorized users to review, comment, edit and approve content before it's published.

### Content Customization

- The video management platform must provide the ability to create customized polls and re-usable poll templates and allow content owners to push polls to viewers when they wish during a live broadcast.
- The video management platform must provide the ability to link to external survey or polling systems.
- The video management platform must support the ability to moderate in-bound questions submitted by viewers during live and on-demand broadcasts.
- The video management platform must support the ability to add web links for additional resources to any content.

### Content and system security

- The video management platform must include an integrated security/authentication scheme or provide integration with external directory services (such as Microsoft® Active Directory or an LDAP-compatible directory) to define and manage authorized users and groups.

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- The video management platform's security and authentication scheme must support controlled access to content viewing. Viewing permissions must be available down to the granularity of authenticated access to individual videos or categories in the video catalog.
- The video management platform's security and authentication scheme must support controlled read/write access of content configuration components including, but not limited to categories, viewing interfaces, encoding profiles, catalogs/playlists.
- The system's security and authentication scheme must provide the ability to add custom registration fields requiring viewers to enter information about themselves before watching secure content.
- The video management platform's security and authentication scheme must support controlled access to administrative functions.
- All video publishing points must be secure such that authorized viewers are unable to pass usable content links to unauthorized users.
- The video management platform must support authentication and authorization between security domains with Security Assertion Markup Language (SAM).

### Integration

- The video management platform should provide a Blackboard Building Block which provides:
  - Direct access to the personal capture software from within Blackboard for faculty and students to record/upload, share and manage their video and access viewing activity and analytics
  - Video search capabilities from within Blackboard
  - Option to auto-email a course link to notify the content owner when video is successfully published to Blackboard.
- The video management platform must provide a Moodle Module which provides
  - Direct access to the personal capture software for faculty and students to record/upload, share and manage their video and access viewing activity and analytics
  - Video search capabilities from within Moodle

### Scalability

- The video management platform must offer on-premises, cloud and turnkey event deployment options.
- The video management platform must be scalable without imposing limits on:
  - The amount of content created or stored in the system.
  - The number of maximum or simultaneous viewers watching content.
  - The number of maximum or simultaneous users creating or managing content.
- The video management platform's database must scale to accommodate any number of simultaneous user connections. These connections must not be limited to a single piece of live or on-demand content (or most frequently viewed content), but to any combination and number of content stored in the video management platform.
- The video management platform must support load balanced hardware configurations for redundancy and high availability.
- The video management platform must support connection to a Storage Area Network (SAN).
- The video management platform must provide web-based monitoring of all recording appliances registered to the content management system.

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- The video management platform must provide a centralized method to monitor recording appliances' software versions and automatically download and apply updates to any or all appliances as needed.

### **Server for installing Video Management Platform Software**

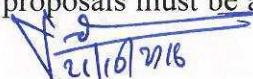
- 2U rack mountable chassis supporting up to sixteen 2.5" HDDs, 256GB RAM and Dual Processors
- 1xIntel Xeon E5-2667 v4 3.2GHz,25M Cache or better
- 2x32GB RDIMM, 2400MT/s RAM
- RAID controller with 2GB cache supporting 0,1,5,6 RAID levels and 12Gb/s SAS HDDs
- 8x1.8TB 10K RPM SAS 12Gbps 2.5in Hot-plug HDDs
- Dual Port 10Gb SFP+ Network card supporting Direct Attach SFP+ cable
- Embedded Systems Management
- DVD+/-RW SATA drive
- Sliding rails
- Dual hot-plug redundant power supply
- 5 meter SFP+ to SFP+ 10GbE copper direct attach cable
- No operating System

### **WARRANTY:**

1. Warranty services for the system supplied by the successful bidder should be valid for a period of 3 years from the date of acceptance of the equipment. Warranty service charges have to be explicitly mentioned as a separate line item in the Commercial Bid.
2. During the warranty period, the bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all the systems supplied.
3. During the warranty period, the bidder shall attend to all the hardware problems on site and shall replace the defective parts at no extra cost to the purchaser.
4. During the warranty period, the bidder shall attend to all failures relating to software installation, configuration, management and performance. Periodic maintenance with respect to software upgrades, updates, and patches, as well as preventive maintenance, are the responsibilities of the bidder.
5. During the warranty period, the preventive maintenance and repairs of the data center components supplied by the bidder are the responsibilities of the bidder.
6. The bidder should also clearly indicate post-warranty comprehensive AMC cost including taxes for a period of **another 3 years**, on an annual basis, in the Commercial bid.
7. Faulty parts should be replaced within 48 hours of logging a call.
8. Failure to meet the above requirement will result in extension of the warranty services by 3 days for delay of each day during the warranty period.

### **Submission of Proposal:**

The required items are listed under Appendix A. All items under Appendix A should be supplied and installed and demonstrated. The proposal should be submitted in two separate covers, one containing technical specification and the other one the price details. The technical bid should be in the format given under Appendix B. Filled-in compliance sheet as under Appendix D should be submitted along with technical bid. The price bid should be in the format provided under Appendix C. The vendor name, the nature of the envelope (either technical bid or price bid) must be clearly mentioned on top of each of the envelope. The sealed proposals must be addressed to The Deputy Registrar (Purchase and

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Stores), IISER Thiruvananthapuram. The proposals should be submitted at the office of The Deputy Registrar (Purchase and Stores), IISER Thiruvananthapuram.

### APPENDIX A: ITEMS REQUIRED

Item	Quantity
Video Camera	4
Recording Appliance	2
Video Management Platform Software	1
Rack mountable server	1

### APPENDIX B: TECHNICAL BID FORMAT

Item Description	OEM	Model No/Product ID	Quantity

### APPENDIX C: PRICE BID FORMAT

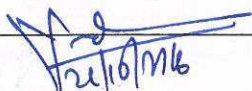
Item Description	OEM	Model No/Product ID	Quantity	Unit Price with TAX	Total Price
<b>Grand Total</b>					


### Appendix D - Compliance Sheet

Description	Comply	Deviation(s)
<b>General</b>		
PO copies, testimonials, completion reports of one installation submitted		
Authorization letter(s) from the OEM(s) for the lecture recording hardware as well as the video processing and management software submitted		
Certificate of registration issued under the companies act by a competent authority submitted		
Catalogue with complete technical details including Make and Model of each quoted item is attached		
<b>Video Camera</b>		
Remote controllable Pan/Zoom/Tilt (PTZ) type		
Desktop and Ceiling mountable		
1/3 type MOS/CMOS or larger format image		

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sensor		
Video recording format include 1080p at 30fps or higher, 1080i at 30fps or higher and 720p at 30fps or higher		
Optical Zoom 18X or higher, Digital Zoom 10X or higher		
Minimum Pan angle range +/- 170 degrees		
Minimum Tilt angle range +90/-20 degrees		
Minimum view angle at Wide end: 60 degrees		
Minimum illumination: 3 lux		
Focus system have both manual/automatic mode		
Audio input must support ON/OFF option		
Remote controllable via IR remote control as well via standard IP network.		
Output connectivity options include 3G-SDI and HDMI		
Support for simultaneous H.264 compressed video/audio stream via IP		
<b>Recording Appliance</b>		
Support both live streaming and on-demand capture		
Capable of capturing and streaming three simultaneous HD content sources, including two full motion 30fps videos		
Support video capture from both digital and analog signals including DVI, HDMI, 3G-SDI, HD-SDI, SD-SDI, Composite, Component and S-Video inputs, at HD resolutions up to 1080p/30fps and at SD resolutions up to 576i/30fps		
Support capture from a variety of DVI-I and VGA content sources including, but not limited to, computers/laptops, tablets, whiteboards and visualizers at 1080p, 1080i, 720p and 480p HD resolutions, 1920 x 1200 maximum DVI digital resolution and 2048 x 1536 maximum analog RGB resolution		
Support various video streaming profiles and encoding rates from 56k to 4Mbps, as well as adaptive bitrate streaming to adjust video quality in real-time based on viewing devices and available bandwidth		
Support audio capture from both digital and analog signals including balanced HDMI embedded, balanced SDI embedded audio, balanced XLR and unbalanced RCA inputs.		
Recording appliances and personal capture software provides visual confidence monitors for all audio, video and content inputs		
Support automated content capture which include		

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<ul style="list-style-type: none"> <li>-Designating recording start and stop times</li> <li>-Designating schedules for one-time and/or recurring recordings.</li> <li>-Setting recording exclusion dates, per schedule or globally.</li> <li>-Importing schedules from other scheduling or course management applications.</li> </ul>		
<p>Support remote monitoring and control of all operations from anywhere via a web-based application which include</p> <ul style="list-style-type: none"> <li>-Confidence monitoring for audio, video and presentation content</li> <li>-Ability to start/stop/pause recording</li> <li>-Ability to select and change audio, video and image input devices</li> <li>-Ability to adjust image quality, image change sensitivity and image scan rate</li> <li>-Ability to advance content slides</li> <li>-Ability to delete content from the recording appliance</li> <li>-Ability to publish content from the recording appliance to the video management platform</li> </ul>		
<p>Support writing to DVD, CD, and USB for distribution of the encoded content</p>		
<b>Personal capture software</b>		
<p>Support the following recording scenarios:</p> <ul style="list-style-type: none"> <li>-Screencast with video</li> <li>-Screencast with audio</li> <li>-Slideshow with video</li> <li>-Slideshow with audio</li> </ul>		
<p>Support the ability to pause/resume recording at any time</p>		
<p>Support video uploads in a variety of formats including Flash®, QuickTime®, AVI, Windows Media®, MP4 and more, including mobile video uploads</p>		
<p>Provide the ability for users to edit, organize, search, publish, share and manage their personal library of content</p>		
<b>Video management platform software</b>		
<p>Include a customizable video portal for users to browse, search and watch live and on-demand video content</p>		
<p>Allow portal creators to:</p> <ul style="list-style-type: none"> <li>-Prominently showcase featured content</li> <li>-Create channels based on folder or catalog taxonomies, search terms or tags</li> <li>-Customize the portal with their own logo, color schema and footer images, text and links</li> </ul> <p>Secure content using the video platform's inherent permissions model</p>		
<p>Allow users to:</p> <ul style="list-style-type: none"> <li>-Browse content based on most recent, most</li> </ul>		

<p>viewed, recently created, recently viewed and currently live</p> <ul style="list-style-type: none"> <li>-Browse channels based most recent, channel name, most viewed or recently created</li> <li>-Search content and channels by keywords</li> </ul> <p>Find related content based on tags</p>		
<p>Portal and catalogs must be available and optimized for viewing on PCs, Macs, iOS devices and other mobile devices</p>		
<p>Automatically generate embed code for all content and content catalogs/playlists allowing them to be easily integrated into other websites or applications.</p>		
<p>Support the Learning Tools Interoperability (LTI) standard allowing content to be seamlessly published to any LTI-conformant learning management system (e.g. Blackboard®, Canvas, Desire2Learn®, Moodle™, Sakai etc.)</p>		
<p>Allow pre-scheduled actions that will automatically change a video's visibility/publishing status (e.g. from viewable, private or offline) on a specific date or after a defined period of time</p>		
<p>The platform organize, secure, track and manage all content captured by the recording solutions</p>		
<p>The platform ingest, organize, secure, track and manage any ingested</p>		
<p>Provide actionable reports that show how video storage is used by presentations, revisions, content type and sources. From the report, content managers must be able to delete videos as needed to regain storage</p>		
<p>Support the definition of content quota policies to manage the amount of user-published content (based on video size) as follows</p> <ul style="list-style-type: none"> <li>-All video published to a user's folder is subject to quota enforcement.</li> <li>-Exceeding quota prevents the user from creating or uploading additional video.</li> <li>-Notifies the user when quota is reached or exceeded.</li> <li>-Notifies the user when total content size/storage returns under quota.</li> <li>-Provide quota reports that show content quota thresholds and use, total storage allowed and total storage remaining per user.</li> <li>-Allow system administrators to set video quality and maximum encoding settings for user-uploaded videos or desktop recordings.</li> <li>-Able to track and list all ownership changes made to any video asset.</li> </ul>		

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Track and display viewing statistics for all live and on-demand videos		
Track and report playback statistics for the contents including - A heat map of viewer engagement for the duration of the video - Total live and on-demand views - Peak connections - Viewing activity by date range - Viewing activity by unique users (percentage watched, total time watched, and live and on-demand views per user) - Viewing activity by unique IP address (percentage watched, total time watched, and live and on-demand views per IP address) - Total content authored - Percentage of total content authored - Live, on-demand and total views - Percentage of total views - Average views per piece of content		
Track and report playback statistics for each user including - Videos watched - A heat map of user engagement any video watched - Total time watched - Live, on-demand and total views		
Provide reporting statistics for server use including - Total videos viewed - Live, on-demand and total views - Most viewed content - Total users - Most active user - Most active IP address - Views by date range - Views by browser type - Views by platform type		
Provide easy-to-read dashboards of playback and server statistics that graphically show viewing patterns		
Allow customization of reporting criteria and save customized reports for future re-use		
Able to automatically generate and email reports to designated recipients		
Allow users to add keyword tags to any content		
Capable of creating searchable metadata by auto-scanning and indexing any content's: - Audio track against a custom word list provided by the user - Content slides using OCR (optical character recognition) - Tags and metadata		

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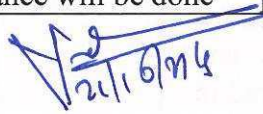
Able to keyword search within a single piece of content, within a collection of content and across the entire video library		
Content must be optimized for indexing by search engines based on the content's metadata, slide text derived from OCR		
Provide web-based editing capabilities for all content, regardless of capture source, including -Crop, cut or replace video -Add, delete or replace content slides -Add a watermark to the video window -Create alternate slide text -See an editing history with ability to revert to previous revisions -Support the ability to create content approval workflows that enable authorized users to review, comment, edit and approve content before it's published		
Provide the ability to create customized polls and re-usable poll templates and allow content owners to push polls to viewers when they wish during a live broadcast		
Provide the ability to link to external survey or polling systems		
Support the ability to moderate in-bound questions submitted by viewers during live and on-demand broadcasts		
Support the ability to add web links for additional resources to any content		
Provide integration with external directory services namely Microsoft® Active Directory and OpenLDAP to define and manage authorized users and groups		
Security and authentication scheme support controlled access to content viewing. Viewing permissions can be set down to the granularity of authenticated access to individual videos or categories in the video catalog		
Security and authentication scheme support controlled read/write access of content configuration components including, but not limited to categories, viewing interfaces, encoding profiles, catalogs/playlists		
Provide the ability to add custom registration fields requiring viewers to enter information about themselves before watching secure content		
Security and authentication scheme support controlled access to administrative functions		
All video publishing points are secure such that authorized viewers are unable to pass		

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usable content links to unauthorized users		
Support authentication and authorization between security domains with Security Assertion Markup Language (SAM)		
Provide a Blackboard Building Block which provides -Direct access to the personal capture software from within Blackboard for faculty and students to record/upload, share and manage their video and access viewing activity and analytics -Video search capabilities from within Blackboard -Option to auto-email a course link to notify the content owner when video is successfully published to Blackboard.		
Provide a Moodle Module which gives -Direct access to the personal capture software for faculty and students to record/upload, share and manage their video and access viewing activity and analytics -Video search capabilities from within Moodle		
Offer on-premises, cloud and turnkey event deployment options		
Scalable without imposing limits on -The amount of content created or stored in the system -The number of maximum or simultaneous viewers watching content -The number of maximum or simultaneous users creating or managing content		
Database must scale to accommodate any number of simultaneous user connections. These connections must not be limited to a single piece of live or on-demand content (or most frequently viewed content), but to any combination and number of content stored in the video management platform		
Support load balanced hardware configurations for redundancy and high availability		
Support connection to a Storage Area Network (SAN)		
Provide web-based monitoring of all recording appliances registered to the content management system		
Provide a centralized method to monitor recording appliances' software versions and automatically download and apply updates to any or all appliances as needed		
<b>Server for installing Video Management Platform Software</b>		
2U rack mountable chassis supporting up to		

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sixteen 2.5" HDDs, 256GB RAM and Dual Processors		
1xIntel Xeon E5-2667 v4 3.2GHz,25M Cache or better		
2x32GB RDIMM, 2400MT/s RAM		
RAID controller with 2GB cache supporting 0,1,5,6 RAID levels and 12Gb/s SAS HDDs		
8x1.8TB 10K RPM SAS 12Gbps 2.5in Hot-plug HDDs		
2x10/100/1000 RJ-45 Ethernet		
Dual Port 10Gb SFP+ Network card supporting Direct Attach SFP+ cable		
5 meter SFP+ to SFP+ 10GbE copper direct attach cable		
Dual hot-plug redundant power supply		
DVD+/-RW SATA drive		
<b>Warranty/AMC</b>		
3 year warranty for the solution from the date of acceptance of the equipment is offered		
Post-warranty comprehensive AMC cost including taxes for a period of <b>another 3 years</b> on an annual basis is provided		
During the support period, all the hardware problems on site will be attended and replace the defective parts at no extra cost. All failures relating to software installation, configuration, management and performance will be attended. A service call will be attended within 48 hours of logging the call or else the support services will be extended by 3 days for delay of each day during the support period		
Periodic maintenance with respect to software upgrades, updates, and patches, as well as preventive maintenance will be done		

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**II. SPECTROMETER WITH DETECTOR (PULSED SPECTROSCOPY)**

- |  |          |   |
|--|----------|---|
| <b>1. IFT No.</b>                          | <b>:</b> | <b>IISER/PUR/8456/16</b>                    |
| <b>2. DUE DATE</b>                         | <b>:</b> | <b>23<sup>rd</sup> November 2016 [4 PM]</b> |
| <b>3. DATE OF OPENING OF TECHNICAL BID</b> | <b>:</b> | <b>24<sup>th</sup> November 2016 [3 PM]</b> |
| <b>4. DATE OF OPENING OF PRICE BID</b>     | <b>:</b> | <b>Will be notified later.</b>              |
| <b>5. COST OF TENDER#</b>                  | <b>:</b> | <b>Rs. 500 + 5% VAT</b>                     |
| <b>6. EMD [BID SECURITY] **</b>            | <b>:</b> | <b>Rs. 1,15,000/-</b>                       |
| <b>7 QTY REQUIRED</b>                      | <b>:</b> | <b>1</b>                                    |

**Spectrometer with detector (pulsed spectroscopy)****1. Spectrometer specifications**

- a) Focal length : 500mm
- b) single motorized direct entrance slit, second input port with micrometer slit, one output slit with micrometer and one port for ICCD
- c) The entrance port slit should have option to open to 12mm and be fitted with F mount adaptor such that spectrometer can be used for imaging with a lens. It should be motorized from 10um to 3mm
- d) Motorized beam splitter (50/50) at the exit slit, it should be possible to move it out of path of light. Option of changing the beam splitter with other mirror or beam splitter would be preferred
- e) Aperture f/6.5
- f) Wavelength Resolution 0.05 nm with 10um slit and 1200l/mm grating, single detector
- g) Wavelength Accuracy  $\pm 0.2$  nm
- h) Grating holder Triple grating turret, interchangeable using software
- i) Reproducibility  $\pm 0.2$  nm
- j) Size of focal plane Width  $25 \pm 2$  mm, Height  $14 \pm 2$  mm
- k) Size of drive step 0.002-0.005 nm
- l) Acquisition Interface USB
- m) Acquisition Software complete with LAB view driver
- n) ICCD (intensified charge coupled device) at the exit port (ICCD specifications are given below)
- o) Should also have scanning ability for single detector
- p) Fiber for the VIS/NIR with adaptor for the spectrometer

**2. ICCD specifications**

- a) Gen 3 photo cathode
- b) Gate speed  $\leq 2$ ns guaranteed
- c) Active pixels 1024 x 1024
- d) Effective pixel size : 13um x 13um
- e) Intensifier diameter : 18mm
- f) Peak QE : minimum of 45% at 500nm
- g) Spectral range : 250nm to 800nm
- h) Input window : Quartz

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- i) Intensifier gain :  $\geq 200$  counts/photoelectron
- j) Intensifier tube resolution : 30um (please specify resolution in um)
- k) Programmable gate pulse delay : 0ns to 10s with 10ps resolution
- l) Programmable gate pulse width : 2ns to 10s with 10ps resolution
- m) Operating temperature 0 °C to 30 °C
- n) Peltier cooling with the option of air as well as water cooling
- o) Minimum temperature with air cooling: -20 °C and cooling with water: -40 °C
- p) Insertion delay :  $20 \pm 2$ ns
- q) The ICCD must have the option of reading with a noise of 7 e-/s (maximum), this must be guaranteed and met (tests prior to dispatch should verify this). It must also have a faster read out rate to achieve minimum of 4 frames per second
- r) Acquisition interface : USB

### 3. Required gratings

- a) Ruled grating 600 lines/mm, blazed at 500 nm with reflection efficiency is  $\geq 80\%$  (Optimum wavelength region is 350 – 800 nm )
- b) Ruled grating 1200 lines/mm, blazed at 500 nm with reflection efficiency is  $\geq 80\%$  (Optimum wavelength region is 350 – 800 nm )
- c) Ruled grating 1800 lines/mm, blazed at 500 nm with reflection efficiency is  $\geq 80\%$  (Optimum wavelength region is 300 – 800 nm )

4. A dedicated software should be provided for data acquisition, as well as controlling motorized accessories of monochromator and ICCD. A good PC system with Windows 10 operating software (64bit) should be provided. Specifications are mentioned below.

- a) Hard Disc Memory: 1TB
- b) RAM: 16 GB
- c) 6<sup>th</sup> generation I7 Processor with 6 cores or better

5. The system should carry complete warranty for 2 years

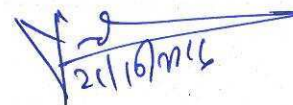
6. Authorization certificate from OEM of both spectrograph and ICCD has to be enclosed

7. Installation references have to be provided, ICCD systems (atleast 5 ICCD systems from OEM) should have been installed and supported in India for 5 years, enclose references.


8. Test reports have to be sent before shipment detailing all specifications of the spectrometer and ICCD, include samples with quotation.

9. General Power Specifications

- |                 |         |
|-----------------|---------|
| a) Voltage:     | 240 VAC |
| b) Frequency:   | 50 Hz   |
| c) Power Phase: | Single  |

  
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**III. TOTAL INTERNAL REFLECTION FLORESCENCE (TIRF) MICROSCOPE**

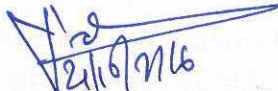
1. IFT No. : IISER/PUR/8545/16
2. DUE DATE : 23<sup>rd</sup> November 2016 [4 PM] —
3. DATE OF OPENING OF TECHNICAL BID : 24<sup>th</sup> November 2016 [3 PM] —
4. DATE OF OPENING OF PRICE BID : Will be notified later. —
5. COST OF TENDER# : Rs. 500 + 5% VAT
6. EMD [BID SECURITY] \*\* : Rs. 3,20,000/-
- 7 QTY REQUIRED : 1 — 

**Specifications for Total Internal Reflection Fluorescence (TIRF) microscope**

A Total Internal Reflection Microscope with 3 laser lines, laser combiner and control/computer system with associated software.

The system should satisfy the following minimum requirements.

1. Fully Motorized Inverted Fluorescence Research Microscope with following features:
  - a. DIC optics. DIC prisms for all Objectives.
  - b. LED or Tungsten-Halogen lamp based illumination tower
  - c. Motorized condenser turret
  - d. 2000 Hrs or higher life time, 120/130W Mercury or metal halide lamp with built in attenuator and shutter and liquid light guide.
  - e. Motorized objective turret
  - f. Motorized filter turret with at least 6 positions
  - g. Filter set for UV Excitation (with TIRF grade dichroic)
  - h. Filter Set for Blue Excitation (with TIRF grade dichroic)
  - i. Filter set for Green Excitation (with TIRF grade dichroic)
  - j. Motorized beam path switch
  - k. Motorized Z drive with 30nm or better precision
  - l. Stage holders for 35mm dish, slide and multi-well plates
2. TIRF and Epi-Fluorescence attachment with ability to switch between the two modes electronically/under software control
3. Electronic/software based control of TIRF angle and memory for preset angles
4. Motorized XY scanning stage with Encoder
5. Optical reflection (cover slip sensing, IR LED or IR Laser based) Auto-Z drift correction
6. Objectives:
  - a. Plan Apo-chromatic Objectives: 10x with 0.4 NA and 20x with 0.7 NA
  - b. Water immersion Plan Apo-chromatic Objective with correction collar: 60x c with NA 1.3 or better; Oil immersion Plan Apochromatic TIRF objective 60X 1.45 NA or better; Oil immersion Plan Apochromatic TIRF objective 100X 1.45 NA or better
7. Laser Module with control electronics:
  - a. AOTF driven or direct electronically modulated wavelength selection, attenuation and blanking
  - b. At least the following laser lines should be present:
    - i) Diode/DPSS 488nm  $\geq$  20mW ii) Diode/DPSS 561nm  $\geq$  20mW
8. Detector: The detection device should be a high sensitivity CMOS, which should have the following features:
  - a. Active Pixels 2048X2048

  
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- b. Pixel size 6.5 x 6.5 microns
  - c. Should be able to capture more than 70 fps @ 2048x 2048
  - d. Quantum Efficiency should be 70% or above at 600nm.
  - e. Cooling capability of upto - 30° C.
  - f. System should have dual channel imaging option.
9. Computer capable of controlling the system and carrying out real-time analysis with the following minimum specifications:
- a. High end CPU with fast processor (Intel Xeon 3.5GHz or better)
  - b. At least 2TB of storage space
  - c. At least 8GB RAM
  - d. High performance graphics card with at least 1GB VRAM
  - e. 64bit operating system
  - f. High resolution 24/29" TFT/LCD Monitor or better should be supplied along with the system.
  - g. The above system should essentially be supplied with a Real Time control/command board for quick & real time parallel execution & processing of experimental commands to various components of the system without any time lag. System with sequential command should not be quoted.
10. SOFTWARE
- The quoted software should have the following features:
- a. Basic image acquisition, Complete microscope control, Camera control and Laser control
  - b. Saving of all instrument parameters along with the image for repeatable / reproducible imaging
  - c. Time series imaging capabilities.
  - d. Software should have real time simultaneous control for all the motorized devices.
  - e. Diverse measurement and statistical processing
  - f. Software should be capable of recording intensity profiles and other parameters of Live cell imaging experiments as recorded data.
  - g. It should be able to reproduce the TIRF angle setting for each laser line independent of each other. It should be capable of handling & controlling Multi laser for simultaneous multi color imaging
  - h. 3D rendering; Basic image analysis and measurements; Multipoint imaging and image stitching software module
  - i. Offline analysis software and computer
11. Incubation system
- a. System should be equipped with on-stage CO<sub>2</sub>, temperature and humidity control incubator for live cell imaging, which can hold slides, 35 mm Petri plates and chambered cover glass.
  - b. Complete chamber with controls and supplies required for controlling and maintaining constant CO<sub>2</sub>, humidity and temperature.
12. Active anti-vibration table
13. Suitable (5KVA or above) UPS with 30min back up and table/rack for the system.
14. Three years comprehensive warranty for all parts including lasers.
15. Three years post-warranty AMC should be included.
16. Vendor should be responsible for dismantling the whole system at transit campus at College of Engineering, Trivandrum and reinstallation at permanent campus in Vithura.
17. Annual on-site training for the users during the warranty period
- Optional Items:
- 1) Additional TIRF laser around 633 nm.
- Additional sCMOS camera with same specification for simultaneous dual color imaging

**IV. SPINNING DISC CONFOCAL MICROSCOPE**

- |                                     |   |                                       |
|-------------------------------------|---|---------------------------------------|
| 1. IFT No.                          | : | IISER/PUR/8546/16                     |
| 2. DUE DATE                         | : | 23 <sup>rd</sup> November 2016 [4 PM] |
| 3. DATE OF OPENING OF TECHNICAL BID | : | 24 <sup>th</sup> November 2016 [3 PM] |
| 4. DATE OF OPENING OF PRICE BID     | : | Will be notified later.               |
| 5. COST OF TENDER#                  | : | Rs. 500 + 5% VAT                      |
| 6. EMD [BID SECURITY] **            | : | Rs. 4,40,000/-                        |
| 7 QTY REQUIRED                      | : | 1                                     |

**Specifications for Spinning disc confocal microscope**

An inverted spinning disc confocal microscope with 4 laser lines, laser combiner and control/computer system with associated software.

The system should satisfy the following minimum requirements.

1. Fully Motorized Inverted Fluorescence Research Microscope with the following features:

- a. DIC optics, DIC prisms for all Objectives.
  - b. LED or Tungsten-Halogen lamp based illumination tower
  - c. Motorized condenser turret
  - d. 2000 Hrs or higher life time, 120/130W Mercury or metal halide lamp with built in attenuator and shutter and liquid light guide.
  - e. Motorized objective turret
  - f. Motorized filter turret with at least 6 positions
  - g. Filter set for UV Excitation
  - h. Filter Set for Blue Excitation
  - i. Filter set for Green Excitation
  - j. Filter set for CFP Excitation
  - k. Motorized beam path switch
  - l. Motorized Z drive with 30nm or better precision
  - m. Stage holders for 35mm dish, slide and multi-well plates
2. Spinning disc confocal and Epi-Fluorescence attachment with ability to switch between the two modes electronically/under software control
3. Motorized XY scanning stage with Encoder
5. Optical reflection (cover slip sensing, IR LED or IR Laser based) Auto-Z drift correction
6. Objectives:
- a. Plan Apo-chromatic Objectives: 10x with 0.4 NA or better; 20x with NA 0.7 or better
  - b. Water immersion Plan Apo-chromatic Objective with correction collar: 60x c, NA 1.3 or better;
  - c. Oil immersion Plan Apochromatic objective 60X 1.4 NA or better;
  - d. Oil immersion Plan Apochromatic objective 100X 1.4 NA or better
7. Laser Module with control electronics:
- a. AOTF driven or direct electronically modulated wavelength selection, attenuation and blanking
  - b. At least the following laser lines should be present:
    - i) Diode/DPSS 405nm  $\geq$  50mW or better ii) Diode/DPSS 488 nm  $\geq$  50 mW or better
    - iii) Diode/DPSS 561nm  $\geq$  100 mW or better iv) 633 nm 100 mW

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### 8. Spinning Disc confocal:

Micro-lens enhanced Spinning Disc module with the following features:

Dual camera option, dual pinhole with size of 25 micron and 40 micron or comparable; 10 -position excitation and 10 position emission filter-wheel, filter set for DAPI, EGFP, Texas red, Alexa flour 640 dedicated filter set for CFP/YFP FRET.

### 8. Detector: Back-illuminated EMCCD camera

- a. QE> 95%
- b. Frame Size: 512x512;
- c. Pixel Size: 15um or less
- d. Speed: 50fps or better at 512x512
- e. Cooling: -80 degree C or better

### 9. Control Computer

- a. High end CPU with fast processor (Intel Xeon 3.5GHz or better)
- b. At least 2TB of storage space
- c. At least 8GB RAM
- d. High performance graphics card with at least 1GB VRAM
- e. 64bit operating system
- f. High resolution 24/29" TFT/LCD Monitor or better should be supplied along with the system.
- g. The above system should essentially be supplied with a Real Time control/command board for quick & real time parallel execution & processing of experimental commands to various components of the system without any time lag. System with sequential command should not be quoted.

### 10. SOFTWARE

The quoted software should have the following features:

- a. Basic image acquisition, Complete microscope control, Camera control and Laser control and confocal control
- b. Saving of all instrument parameters along with the image for repeatable / reproducible imaging
- c. Time series imaging capabilities.
- d. Software should have real time simultaneous control for all the motorized devices.
- e. Diverse measurement and statistical processing
- f. Software should be capable to recording intensity profiles and other parameters of Live cell imaging experiments as recorded data.
- g. It should be capable of handling & controlling Multiple lasers for simultaneous multi color imaging
- h. Real time 3D rendering; Basic image analysis and measurements; Multipoint imaging and image stitching software module
- i. Ratio-imaging FRET, FRAP module
- j. Offline analysis software and computer

### 11. Incubation system

- a. System should be equipped with on-stage CO<sub>2</sub>, temperature and humidity control incubator for live cell imaging, which can hold slides, 35 mm Petri plates and chambered cover glass.
- b. Complete chamber with controls and supplies required for controlling and maintaining constant CO<sub>2</sub>, humidity and temperature.

### 12. Active Anti-vibration table

13. Suitable (10 KVA) UPS with 30min back up and table/rack for the system.
14. Three years comprehensive warranty for all parts including lasers.
15. Three years post-warranty AMC should be included.

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## **TERMS&CONDITIONS**

- 1) **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, CET Campus, Engineering College P.O, Trivandrum – 695016.
- 3) Instructions to Bidders [Annexure I] and General Terms and Conditions of the Contract [Annexure II] shall be followed.
- 4) #Tender cost in the form of DD favouring **IISERTVM** shall be sent along with 'Technical bid'. **[REAR SIDE OF DD SHOULD BEAR TENDER NO. AND COMPANY NAME]**
- 5) \*\*Bid Security [refundable without any interest] shall be as per clause 1.15 of Annexure I and shall also be sent along with Technical bid. In case the Bid security is provided by Bank Guarantee, specimen for the same is at Annexure IV.
- 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) **Integrity Pact should be signed for Tender Nos.IISER/PUR/8545/16 & 8546/16**
- 9) **Tender Opening:**  
All tenders will be opened at Pratheeksha Building. 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. DD towards 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  
[IN-CHARGE]  
[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:
- Bidder Information
  - Bid security as specified in the Invitation to Bids.
  - Service support details
  - Deviation Statement if any.

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- 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 charges, 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 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.

A handwritten signature in blue ink, possibly reading 'A. S. Zillan', with the date '21/10/16' written below it.

- 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 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](http://www.xe.com) or [www.rbi.org](http://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**

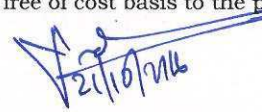
- 1.27.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.
- 1.27.2 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 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.

  
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- 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]**





**GENERAL TERMS & CONDITIONS OF THE CONTRACT****TABLE OF CONTENTS**

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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,

*[Handwritten signature]*  
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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, 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

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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.

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**

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- 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

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- 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.
- 2.21.5 The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 2.21.6 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.
- 2.21.7 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**

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- 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

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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 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.

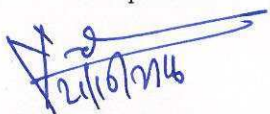
**2.38 PROTECTION AGAINST DAMAGE**

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 of .....for 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 of .....20.....

**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.



**INTEGRITY PACT**

Between

**Indian Institute of Science Education and Research, Thiruvananthapuram (IISER-TVM)** hereinafter referred to as "The Principal".

And

-----  
 herein referred to as "The Bidder/ Contractor."

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

The Principal will nominate an Independent External Monitor (IEM) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and/or the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

**Section 1 - Commitments of the Principal / Purchaser / Employer:**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, takes a promise for or accepts, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of IISER-TVM and in addition can initiate disciplinary action.

**Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the

contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign supplier / contract agency, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" / Contract Agencies", shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines all the payments made to the Indian agent (s)/representative (s) have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers/ Contract Agencies" is annexed and marked as Annexure - A.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts.**

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of Contract or during execution has committed a transgression through a

violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the Contract, if already awarded or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure - B

- (3) If the Bidder (s) / Contractor (s) has committed transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder/contractor from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the bidder/contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the contractor from future tenders / contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of 3 (three) years.
- (6) If the Bidder/Contractor can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

#### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid Security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to forfeit the Security Deposit/Performance Bank Guarantee furnished by the Bidder/Contractor or to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.

**Section 5 - Previous transgression**

- (1) The Bidder/Contractor declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with Government/any other Public Sector Enterprise in India that could justify his exclusion from the tender process /contract.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process /contract either it can be terminated for such reason or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

**Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors.**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all his Sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such sub-contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidders / Contractors/ Subcontractors.**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub-contractor or of any employee or a representative or an associate of a Bidder/Contractor/Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

**Section 8 - Independent External Monitor (s) (IEMs)**

- (1) The Principal appoints competent and credible Independent External Monitor (s) (IEMs) with clearance from Central Vigilance Commission. IEMs reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by Director, IISER-TVM. The Nodal Officer shall refer the complaint/non-compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports

to the Director, IISER-TVM.

- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Sub-contractors also. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the tender/contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notice, or believes to notice, a violation of this Integrity Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Director, IISER-TVM within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations for the violations or the breaches of the provisions of the agreement noticed by the Monitor.
- (8) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Director IISER-TVM.
- (9) If the Monitor has reported to the Director, IISER-TVM, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IISER-TVM has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

### **Section 9 - Pact Duration**

- (1) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other unsuccessful Bidders 6 months after the contract has been awarded.
- (2) If any claim is made/lodged during the valid period of the Integrity Pact,

the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, IISER-TVM.

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is Thiruvananthapuram, Kerala.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this Integrity Pact have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members or their Authorised Representative (s) by duly furnishing Authorisation to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1:

Witness 1:

(Name & Address):

(Name & Address):

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

Witness 2:

(Name & Address):

(Name & Address):

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