



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुवनंतपुरम
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH THIRUVANANTHAPURAM
(भारत सरकार, शिक्षा मंत्रालय/ Govt. of India, Ministry of Education)

मरुतामला.पी.ओ/ MARUTHAMALA.P.O, वितुरा/ VITHURA / तिरुवनंतपुरम/ THIRUVANANTHAPURAM - 695 551
केरला/ KERALA, भारत/ INDIA / फोन/ Phone: 0471-2778019 / ईमेल/ email:
purchasestores@iisertvm.ac.in

Tender No.: IISER/PUR/0593/SR/ SB/23-24

तारीख/ Date: 8 Aug 2023

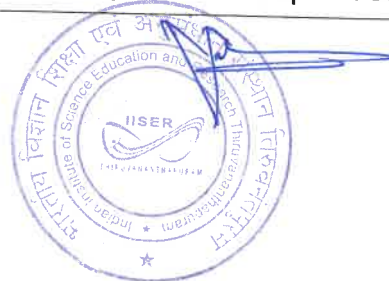
Index for Invitation for Tender (IFT) (E-Procurement mode only)

1. The Institute invites Two Cover Tenders from Class I and II local suppliers, as per DPIIT order No. P-45021/2/2017-PP (BE-II) dated 04 Jun 2020, for the following items through the eProcurement System of National Informatics Centre that enables the Tenderers to submit the bids online through Central Public Procurement Portal of Government of India (<https://eprocure.gov.in/eprocure/app>.)

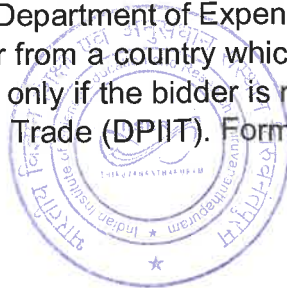
क्रम सं./ Sl. No	विवरण/ Description	Qty
1.	Design, supply, integration, installation and validation of -one units of prefabricated container based biosafety level-3 labs with fitting and accessories as per the attached specifications and clauses (refer Annexure 11 Technical Specifications)	As per specification and clauses in Annexure 11

2. Annexures enclosed: Bidders should follow the annexures before submission of bid:-

1.	Annexure 1	Instructions To Bidder for Online Bid Submission
2.	Annexure 2	Special conditions of tender
3.	Annexure 3	General Terms and conditions of Contract
4.	Annexure 4	Integrity Pact
5.	Annexure 5	Model bank guarantee format for EMD
6.	Annexure 6	Model bank guarantee format for performance security
7.	Annexure 7	Format for tender Acceptance Letter
8.	Annexure 8 / Annexure viii	Format for self-certification of local content
9.	Annexure 9	Format for declaration regarding non blacklisting
10.	Annexure 10/ Annexure vii	Format for declaration regarding land border
11.	Annexure 11	Technical specifications
12.	Annexure 12	Checklist of documents required to be uploaded in CPPP



- 3) All the correspondence in this regard should be done in favor of Deputy Registrar (Purchase & Stores), IISER Thiruvananthapuram referring the tender reference number. Email id – purchasestores@iisertvm.ac.in
- 4) Online Bid Submission: The documents to be uploaded in the e-procurement module, should be in two envelopes / covers.
- 5) Failure to upload the documents as per checklist will lead to rejection of bids.
- 6) **ईएमडी/EMD: Rs. 5,00,000/- (Rupees Five lakh only)** स्टेट बैंक संग्रह द्वारा भुगतान करना चाहिए - निविदा संख्या और कंपनी का नाम उल्लेख किया जाना चाहिए। उद्धरण के साथ लेनदेन पर्ची / प्रिंट आउट या ईएमडी मूल्य के बराबर 90 दिनों की वैधता में बैंक गारंटी या बोलीदाता के उपक्रम जमा करना चाहिए।/ should be paid through State Bank Collect– Tender No & Company Name must be mentioned in the Remarks column. (<https://www.onlinesbi.com/sbicollect/icollecthome.htm>) (State Bank Collect- Accept-Term and Conditions- Proceed-Select State **Kerala**-Select Type of Institution-**Educational Institution**- Select - **IISER Thiruvananthapuram**- Select Payment Category- **Stores and Purchase**) Quotes should accompany a copy of Transaction slip /Print out **OR** Bank guarantee equivalent **OR** Insurance Surety Bond to the EMD value with validity 90 days (should reach before tender due dates). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 7) Please quote only in Indian Rupees as per GFR 2017 amended Rule 161 (iv) and Public Procurement (Preference to make in India) order 2017, with your lowest rate and shortest delivery period as per the following terms. As per Govt of India, Ministry of Commerce and Industry, DPIIT order No. P-45021/2/2017-PP (BE-II) dated 04 Jun 2020 only Class I local Supplier (having local content equal to or more than 50%) and Class II local supplier (having local content more than 20% but less than 50%) are invited for this tender. Non-local supplier (having local content less than or equal to 20%) are not eligible to apply. Local Content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties). Class I local supplier / Class-II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the locations(s) at which the local value addition is made. Format for self-certification is given in **Annexure 8** of the tender document. Any non-compliance in this regard, the bid will not be considered in the category.
8. As per Ministry of Finance, Department of Expenditure order No. F.No./6/18/2019-PPD dated 23 Jul 2020 any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department of Promotion of Industry and Internal Trade (DPIIT). Format for certificate for the same is



given in **Annexure 9** of the tender document. 'Bidder' for the purpose of this order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process. Bidder from a country which shares a land boarded with India 'for the purpose of this order means:-

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.

9.

<i>1st Envelope / Cover (Technical Bid)</i>		
SI No	Contents	Format
1.	Compliance sheet as per specifications	PDF
2.	Detailed brochures, data sheets, catalogues etc. supporting the compliance of specifications	PDF
3.	Clientele list and details of TWO major installations in India	PDF
4.	Any other document as mentioned in the specifications or essential as per bidder	PDF
5.	All commercial terms and conditions of the bid (except price)	PDF
6.	Tender Acceptance Letter, & EMD, Declaration as per Annexure 8,9,10 and Checklist	PDF
<i>2nd Envelope / Cover (Price Bid)</i>		
1.	Price bid: item-wise prices for the items mentioned in the Technical Bid (clearly mentioning the break Tax/ Duty / other charges etc.)	Excel (.xls)

10. Note: Please note being an Institute under Ministry of Education, Govt of India, the Institute will not entertain any type of advance payment for the equipment, AMC or any other services.

11. Detailed Specifications: Please refer Annexure 11.




Deputy Registrar (Purchase & Stores)

Invitation for Tender (E-Procurement mode only)

1	Work / Item Description	Design, supply, integration, installation and validation of –one units of prefabricated container based biosafety level-3 labs with fitting and accessories as per the attached specifications and clauses (refer Annexure 11 Technical Specifications)
2	Quantity Required	As per the Annexure 11
3	Tender Type	Open
4	Tender Reference No	IISER/PUR/0593/SR/ SB/23-24
5	Number of covers (1/2/3/4)	2 (Technical and Financial)
6	Date of Issue/Publishing	8 Aug 2023
7	Document Download/Sale Start Date	8 Aug 2023
8	Document Download/Sale End Date	30 Aug 2023 (1500Hrs)
9	Clarification End Date	15 Aug 2023
10	Last Date and Time for Uploading of Bids	30 Aug 2023 (1500Hrs)
11	Date and Time of Opening of Technical Bids	31 Aug 2023 (1530 Hrs)
12	Date of Opening of Price Bid	will be intimated later
13	Tender Fee (INR)	Nil
14	EMD Amount (INR)	Rs.5,00,000/- (Rupee Five Lakh only)
15	Detailed Specifications	As per annexure 11

1. Please note being an Institute under Ministry of Education, Govt of India, the Institute will not entertain any type of advance payment for the equipment, AMC or any other services.



Deputy Registrar (Purchase & Stores)



ANNEXUE: 1
Instructions for Online Bid Submission

- 1) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 2) More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

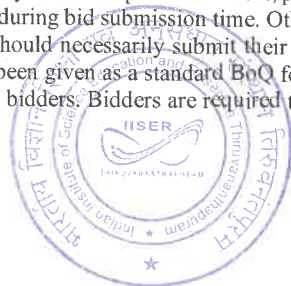
- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the



white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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The document 'Instructions To Bidder for Online Bid Submission' is downloadable from :
<https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>



Annexure: 2

SPECIAL CONDITIONS OF CONTRACT

(Annexure 11 will supersede, in case of any contradiction with Annexure 2)

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.

1.5. CONTENT OF BIDDING DOCUMENTS

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. **Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.**

1.6. CLARIFICATION OF BIDDING DOCUMENTS

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing via fax/email. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

1.7. AMENDMENT OF BIDDING DOCUMENTS

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by e-mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, while in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.

1.7.4 In case of any amendment to the bid, it will be done at least 7 days before due date and will be published in website. Bidders are required to keep this in view before submission. Normally extension of due date will not be entertained. However in special cases if due date is extended, it will be notified under the same tender notice before 3 days of due date.

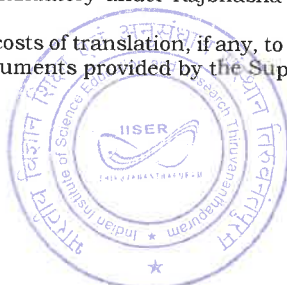
PREPARATION OF BIDS

1.8. LANGUAGE OF BID

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.

However of GOI makes it mandatory under Rajbhasha Abhniyam in that case views of Rajbhasha unit of IISER-TVM may be sought.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.



- 1.9. DOCUMENTS COMPRISING THE BID**
- 1.9.1 The bid prepared by the Bidder shall include:
- a) Bidder Information
 - b) Bid security declaration as specified in the Invitation to Bids.
 - c) Service support details
 - d) Deviation Statement if any.
 - e) Performance Statement.
 - f) Manufacturer's Authorization.
 - g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
 - h) Bid form.
 - i) Documents establishing goods eligibility and conformity to bidding documents.
 - j) Applicable Price Schedule Form.
 - k) DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Govt. of India.
- 1.10. BID FORM AND PRICE SCHEDULE**
- 1.10.1 The bidder shall complete the Bid with the appropriate price schedule.
- 1.11. BID PRICES**
- 1.11.1 The Bidder shall indicate on the appropriate price schedule, the unit prices and total bid prices of the goods it proposes to supply under the contract.
- 1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:
- (A) FOR GOODS MANUFACTURED WITHIN INDIA**
- (i) The price of the goods quoted Ex-works including taxes already paid.
 - (ii) VAT and other taxes like excise duty etc [**shall be shown extra**] which will be payable on the goods if the contract is awarded.
 - a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule.
 - b. The installation, commissioning and training charges including any incidental services, if any.
- (B) FOR GOODS MANUFACTURED ABROAD**
- Bidders are required to show break-up of Ex-works [which should include packing and handling charges], FOB/FCA and CIF/CIP price in the quotation. IISERTVM has a mechanism for consolidation and customs clearance. The consolidators will be nominated for this purpose at the time of awarding the contract if desires so.**
- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule.
 - (ii) The charges for insurance and transportation of the goods to the port/place of destination.
 - (iii) The agency commission charges should be shown, if any.**
 - (iv) The installation, commissioning and training charges including any incidental services, if any
- 1.11.3 **The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.**
- 1.11.4 Where there is no mention of packing, forwarding, freight, insurance 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 **Taxws & Duties: At actuals. The purchases made by the purchaser for scientific purpose are exempt from 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. CONFIDENTIALITY**



- 1.17.1 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.
- 1.17.2 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.
- 1.18. CLARIFICATION OF BIDS**
- 1.18.1 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.
- 1.19. CONVERSION TO SINGLE CURRENCY**
- 1.19.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.
- 1.20. CONTACTING THE PURCHASER**
- 1.20.1 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.
- 1.20.2 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.
- 1.21. POST QUALIFICATION**
- 1.21.1 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.
- 1.21.2 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.
- 1.21.3 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.
- 1.22. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
- 1.22.1 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.
- 1.23. WARRANTY**
- 1.23.1 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.
- 1.23.2 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.
- 1.23.3 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.
- 1.23.4 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.
- 1.23.5 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.
- 1.23.6 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.
- 1.23.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.
- 1.23.8 **Performance Guarantee:**
The successful bidder is required to submit a performance Guarantee of 10% of Purchase Order value valid during warranty period, plus two months grace period.
- 1.24. PENALTY CLAUSE**
- 1.24.1 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

- 1.25 INSURANCE**
- 1.25.1 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.
- 1.25.2 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.
- 1.25.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- 1.25.4 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.
- 1.26 TRANSPORTATION**
- 1.26.1 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.
- 1.26.2 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.
- 1.26.3 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.
- 1.27 PACKING**
- Should be as per standards prescribed for international trade and movement of the goods.
- 1.38 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.
- 1.39 PERFORMANCE SECURITY**
- 1.39.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security of 10% of Contract/ Purchase Order value in the amount specified in the Contract, valid till 60 days beyond the completion of contractual obligations.
- 1.39.2 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.
- 1.39.3 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.
- 1.39.4 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.
- 1.39.5 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.
- 1.40 DELIVERY SCHEDULE :** Delivery schedule should be specified clearly
- 1.41 PAYMENT TERMS**
- For Indigenous supplies payment will be made within 30 days from the date of supply, installation & 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.**



Handwritten signature in blue ink, appearing to read '08/08/2015'.

Annexure 3

GENERAL TERMS & CONDITIONS OF THE CONTRACT

(Annexure 11 will supersede, in case of any contradiction with Annexure 3)

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2.1 DEFINITIONS

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

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

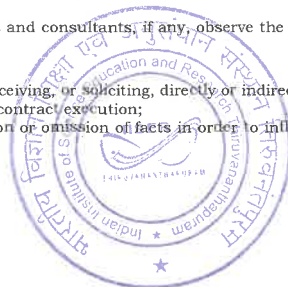
2.2 CONTRACT DOCUMENTS

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

2.3 FRAUD AND CORRUPTION

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

- a) The terms set forth below are defined as follows:
 - i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;



- iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
- iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) the purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

2.4 JOINT VENTURE, CONSORTIUM OR ASSOCIATION

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.5 SCOPE OF SUPPLY

2.5.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

2.6 SUPPLIERS' RESPONSIBILITIES

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 CONTRACT PRICE

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 COPYRIGHT

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

2.9 APPLICATION

2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10 STANDARDS

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

2.11 USE OF CONTRACT DOCUMENTS AND INFORMATION

2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information, furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 PATENT INDEMNITY

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in India; and
- (b) the sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.13 PERFORMANCE SECURITY

2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

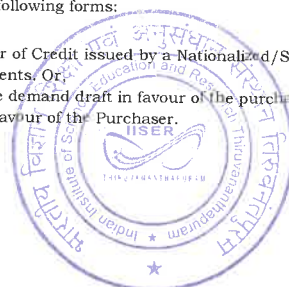
2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

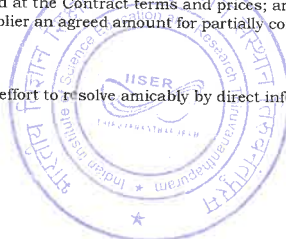
2.13.5 The Performance security shall be in one of the following forms:

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

- 2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 2.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.
- 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.
- 2.21.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.
- 2.22 TERMS OF PAYMENT**
- 2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.
- 2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.
- 2.22.4 Payment shall be made in currency as indicated in the contract.
- 2.23. CHANGE ORDERS AND CONTRACT AMENDMENTS.**
- 2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
- Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - The method of shipping or packing;
 - The place of delivery; and/or
 - The Services to be provided by the Supplier.
 - The delivery schedule.
- 2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- 2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.
- 2.24. ASSIGNMENT**
- 2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 2.25. SUBCONTRACTS**
- 2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.
- 2.26. EXTENSION OF TIME.**
- 2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.
- 2.27. PENALTY CLAUSE**
- 2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC. Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable
- 2.28. TERMINATION FOR DEFAULT**
- 2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
- 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
 - If the Supplier fails to perform any other obligation(s) under the Contract.
 - 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:
- The Performance Security is to be forfeited;
 - 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.
 - 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:
- To have any portion completed and delivered at the Contract terms and prices; and/or
 - To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
- 2.32. SETTLEMENT OF DISPUTES**
- 2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.



- 2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
 (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected 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
 [PURCHASE & STORES]
 IISERTVM



ANNEXURE: 4
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).

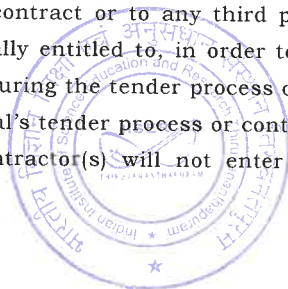
The Principal will nominate an Independent External Monitor (IEM) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and/or the execution of the contract in order to ensure compliance with the Integrity Pact by all the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



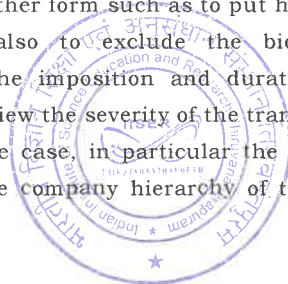
agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate 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.



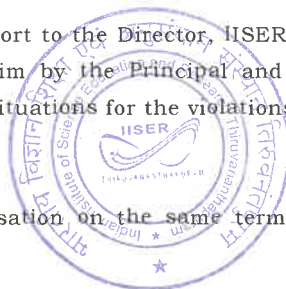
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements to this Integrity Pact have not been made.
- (2) 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.
- (3) 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.
- (4) 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): _____

Witness 2:

Witness 2:

(Name & Address): _____

(Name & Address): _____



Annexure 5

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.



Annexure 6

SPECIMEN

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

To,

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

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

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

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

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

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

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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



Annexure 7

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

To, Date:
**The Director, Indian Institute of Science Education and Research – Thiruvananthapuram,
Maruthamala P.O, Vithura, Thiruvananthapuram, Kerala -695551, India.**

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No: _____
Name of Tender / Work: -

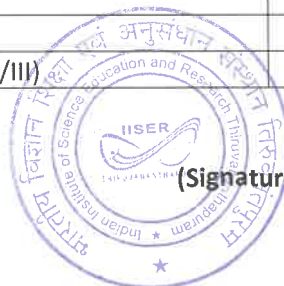
Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
7. I / We declare the following information provided are correct to the best of my knowledge:

1.	Name and Address of the bidder	
2.	Manufacturer / Dealer / Agent	
3.	Contact Person	
4.	Phone	
5.	Email	
6.	Mobile Number	
7.	GST No	
8.	PAN No	
9.	UTR No / DU No (in case of online transfer of Tender Fee) (if any)	
10.	UTR No / DU No (in case of online transfer of EMD)	
11.	Warranty, if any	
12.	Delivery period	
13.	Payment terms	
14.	PO to be placed in favour of	
15.	Local content category(Class I/II/III)	

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



Annexure 8

(ON COMPANY LETTER HEAD)

Declaration of Local Content

(In case the procurement value is less than or equal to Rs. 10 Crores declaration to be given in Bidder's/Company's letter head and if more than Rs. 10 Crores declaration to be issued from the statutory auditor or cost auditor of the company (in case of companies from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)

To,
The Director,
Indian Institute of Science Education and Research Thiruvananthapuram,
Maruthamala P.O., Vithura, Thiruvananthapuram, Kerala, India – 695551

Subject: Declaration of local content and compliance of Public Procurement (Preference to Make in India) Order 2017 and its amendments regarding.

Sl No	Name of the goods/service/works	Category of the supplier (Class I / II / III)	Local Content (%)	Location at which value addition is made	Country of Origin	Comply to the above referred rule (Yes / No)
1						
2						
3						

- "Local Content" means the amount of value added in India which shall, be the total value of the item being offered (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- False declarations will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions permissible under law.

Date:

Place:



Signature with Date and Stamp of the Bidder

Annexure _9

CERTIFICATE
(ON COMPANY LETTER HEAD)

I hereby certify that we M/s

_____ (name and address of the firm) is neither blacklisted by any Central/ State Government / Public Undertaking/ Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

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

Date:

Place:

Signature with Date and Stamp of the Bidder



Annexure 10

(ON COMPANY LETTER HEAD)

CERTIFICATE BY THE BIDDER (FOR TENDERS)
(ON COMPANY LETTER HEAD)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a company or, / if from such a country, has been registered with the Competent Authority (copy of the Registration Certificate enclosed). I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Place:

Signature with Date and Stamp of the Bidder



ANNEXURE.11

NOTICE INVITING QUOTATIONS

Subject: Installation and validation of - One unit of prefabricated container based biosafety level-3 labs with fitting and accessories

Invitation for Tender Offers

Indian Institute of Science Education and Research Thiruvananthapuram invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for **supply, integration, Installation and validation of - one units of prefabricated container based biosafety level-3 labs with fitting and accessories** with on site comprehensive warranty from the date of completion of the work as per terms & conditions specified in the tender document, which is available on CPP Portal.

TECHNICAL SPECIFICATION:

Sealed Tenders are invited for Design, Supply, Installation, Testing, and Commissioning (SITC) and Validation of Prefabricated Bio-Safety Level-3 labs on turnkey basis as per DBT guidelines on BSL-3 structures 2020 or latest with following specifications:

One BSL3 unit having two 40 feet length x 8 'width x 10 'high adjoined containers for bacteriology/virology.

One 16 feet length x 8 'width x 10 'high container to house Effluent treatment plant (ETP) at negative pressure.

Which means it would be a 3 container system adjoined to make one independent BSL3 lab and one ETP working under negative pressure.

Tentative floor plan, drawing and material/human flow given on next page. Minor readjustments can be suggested during pre-bid meeting, but purpose is to maximize usable lab space within BSL3 containers while maintaining BSL3 and fire safety norms.

There are 4 doors in BSL3 lab: 1 for personnel entry, one for autoclave room, one for plant room and one emergency exit cum material entry door. The emergency double door exit should have minimum 4.25ft net width with clear entry width of 4 ft.

The facility should have an option to upgrade animal BSL3 facility without much alteration, the vender has to submit the layout for the animal BSL-3 facility as per the DBT guidelines.



The facility should be designed according to the local climate conditions, including temperature, rainfall, and humidity.

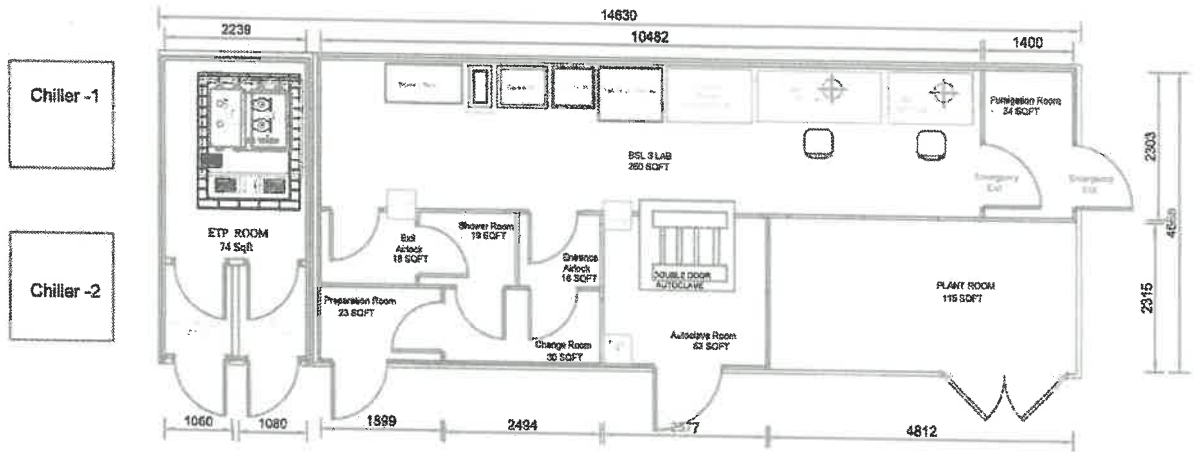
The vendor must quote all necessary accessories required to run the facility in accordance with DBT guidelines.

A compliance sheet for all specifications should be attached. Wherever relevant, the appropriate section/page number of technical brochures should be cited.

Should attach separate sheet about the detailed quote for items with part number/catalog number/ordering number/ third party items as per the offered price (Quoted amount in BoQ sheet)



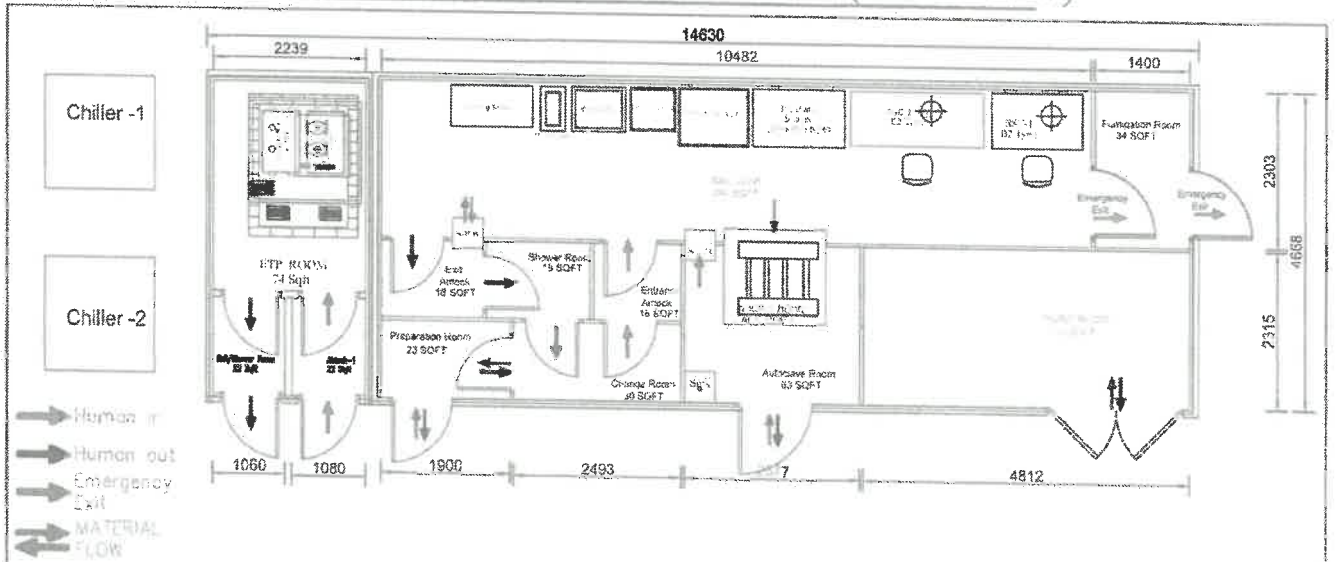
PRE FABRICATED BSL-3 LAB (2+1 CONTAINER DESIGN) ARCHITECTURE WITH EQUIPMENT PLACEMENT LAYOUT



NOTES:

1. ALL DIMENSIONS ARE IN MM & LEVELS ARE IN METER.
2. TOTAL LAB AREA 476 SQFT.
3. TOTAL ETP PLANT AREA 112 SQFT.

HUMAN MATERIAL FLOW LAYOUT (IISER TVM)



NOTES:

1. ALL DIMENSIONS ARE IN MM & LEVELS ARE IN METER.
2. TOTAL LAB AREA 476 SQFT.
3. TOTAL ETP PLANT AREA 112 SQFT.



The scope of work includes design, supply, installation, testing, commissioning (DSITC) and validation documentation of the Prefabricated Biosafety Level-3 Facility on a turnkey basis and its day-to-day on-site operation and comprehensive maintenance in accordance with the DBT guidelines on BSL-3 structures 2020 or latest and fifth edition of BMBL Guidelines issued by the U.S. Department of Health and Human Services, CDC, USA', NIH and WHO.

Scope will include design, engineering and installation of Prefabricated Biosafety level-3 Laboratory with double skin PUF panels, HVAC system including complete air management system for maintaining the lab environment as per the biosafety guidelines, all related internal lighting and wiring work with UPS for smooth and safe operation of Laboratory.

All the necessary civil and electrical work for platform to place the prefabricated Biosafety Level-3 Facility.

For safe operations as per the guidelines and monitoring of the facility, the system must have necessary monitoring, operations & controlled through a Direct Digital Controller (DDC) based system with requisite sensors for controlling indoor conditions/environment including pressure gradient, temperature, humidity, exhaust, etc.

A fire detection system, Access Control System and CCTV System shall also be provided.

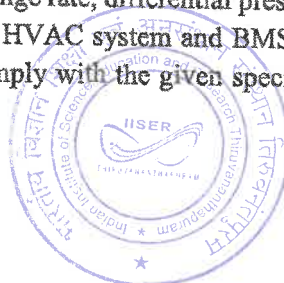
For safe and uninterrupted operation of the Prefabricated Biosafety Level-3 Facility a DG and UPS connections shall be provided.

Reference Standards:

- Biosafety Level 1 – 4 DBT – RCGM 2020: DBT guidelines on BSL-3 structures 2020
- WHO, GENEVA Laboratory Biosafety Manual – 3rd Edition, Biosafety Level 1 – 4
- Biosafety in Microbiological and Biomedical Laboratories – 5th Edition
Canadian Standard, Laboratory Biosafety Guidelines – 3rd Edition 2004
- EN12128 -1998, Biotechnology- Laboratories for research development and analysis-
- containment levels of microbiological Laboratories, areas of risks localities and physical safety requirements.
- PCL- 1– 4 Physical Containment Level Laboratory
- NIH Guidelines for research involving recombinant DNA molecules (Jan 2001) Biosafety Level 1—4.

HVAC SYSTEM AND BUILDING MANAGEMENT SYSTEM (BMS)

The Biosafety level-3 Laboratory and support areas shall be air-conditioned through separate dedicated Central AC Systems with 100 % fresh air once through systems consisting of Chiller Pack, Air Handling Units, Exhaust System, Air Filtration System and Air Distribution System complete in all respects. The system shall be with standby AHU operating in 12h shift with auto-changeover and backup provisions capable to provide uninterrupted continuous 24x7x365 days operation of the Laboratory to maintain the required temperature, humidity, air-change rate, differential pressure gradient and air filtration conditions of the Laboratory Facility. Submit the HVAC system and BMS design and working drawings for prior approval. The HVAC system shall comply with the given specifications and performance requirements



and shall be complete in all respect, as required and approved.

BSL-3 areas Parameters:

- Uses of 100 % fresh air with no recirculation for BSL-3 facility
- Managed directional flow to ensure air always flows toward the highest area of containment
- Negative Pressure monitoring and control Temperature: 22°C ±2
- Relative Humidity: Not more than 55 ±5%
- No. of air changes: Minimum 16 ACPH (Air Changes per Hour)
- Supply air should have Three Stage Filtration
- Exhaust air through HEPA filters with safe Bag In Bag Out arrangement (BIBO)
- Audible and visual alarms to alert personnel if a system fails with SMS control
- Building management system (BMS) for facility control & monitoring
- Liquid disinfection system

The necessary civil and electrical work outside the lab shall be done by the bidder, we will provide the electrical and water supply at the site. The class validation of biosafety Laboratory shall be done by vendor and report submitted through a third-party agency. Equipment's used for validation should have valid traceable calibration certificates.

Area Pressure Gradient

Autoclave Room	-15 Pa
BSL-3	-45 Pa
Exit Airlock 1	-30 Pa
Exit Airlock-2/change room/ Entry Airlock-1 /Preparation room	-15Pa

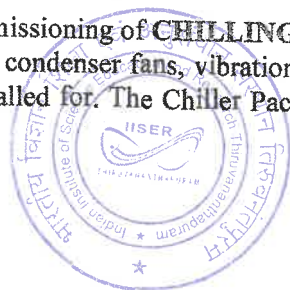
BSL-3 Lab working height: minimum 8 feet

Air Conditioning Plant:

a) Chiller (two numbers):

Air cooled condensing unit shall consist of hermetic scroll/ screw air-conditioning compressor assembly, air cooled coil, propeller-type condenser fans, and a control box, copper piping, refrigerant gas, automatic low pressure and high-pressure cutouts with microprocessor-controlled system, electronic regulation, Acoustic isolation, gas charge and should be integrated with DDC system of the main lab. It should also have electronic thermostats for tripping the compressors after reaching set temperature with suitable insulation of the suction line.

Supply, Installation, testing and commissioning of **CHILLING UNITS** each complete with compressor, motor, insulated chiller, flow switch, condenser fans, vibration isolators, integral refrigerant piping and wiring, accessories as required and called for. The Chiller Pack shall be skid mounted with Air Cooled



Condenser, Evaporator/Chiller, Microprocessor control panel including interconnecting control and power wiring, refrigerant charge etc. complete in all respect. To economize the operating cost and provide backup capacity, the chiller pack shall have multiple compressors.

Chilled Water Piping System:

Chilled water piping system shall be provided in accordance with ISHARE/ASHRAE standards Ensuring no leakage in all the ducts and pipes. The piping shall be carried out in heavy class MS ERW pipes conforming to IS 1239 for pipe size upto 150 mm dia and IS 3589 above 150 mm dia pipes. The joints in the water piping system shall be welded as per IS 823. The piping system shall be complete with required butterfly valves, ball valves, balancing valves as per IS 780, IS 5152 & IS5155. Non-return valves as per IS 778 & IS 5312.

Air Handling Unit (AHU):

One main unit and one backup AHU unit to be installed in BSL-3 lab. Both should changeover automatically after 12 h shift without fall in air pressure in the lab.

Design Ambient weather data considered as per ISHRAE.

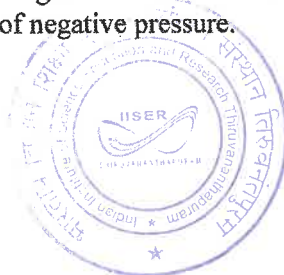
HVAC system design with 100% Fresh air and no recirculation for proposed BSL-3 Lab. Room return air shall be exhausted after filtration through Safe change HEPA filter & UV. Room condition will be maintained with temperature of 22 ± 2 °C

The lab design is to clean the air >16 times per hour.

The AHU constructed over a metallic structure made with a normalized steel profiles, covered with sandwich type panel. The panel is made with lacquered galvanised stainless steel plates, with 120 kg/m³ rock-wool foam core. The gaps between panel and structure will be sealed with neoprene joints in order to guarantee the air tightness of the AHU. Several maintenance doors are built in the AHU, the one for maintenance being double and safety check.

AHU includes the following sections: Mixing sections, with regulation dampers for fresh intake air and return air, Pre- filtration section, electrical resistance for heat battery, cool battery made of copper pipes and aluminium blades, fan section including high-pressure fan, absolute filtration section H-14. AHU must be installed over an anti-vibration platform, and the connections between AHU and ducts will be done with flexible ducts.

All the supply AHUs comprise of following sections: Intake louver, Pre- filter section with 20 microns and 10 microns filters, Cooling coil section, blower section, driver set and pulley, fine filter section with 5 micron filter. Other accessories like dampers, SS 304 drain pan, Common base frame with vibration isolators pads, Suitable inspection doors for filter, coil & blower sections, are provided. They are connected to HEPA filters for all Labs, corridors and air-lock rooms. All HEPA filters, the lay-in type, are at 99.99% efficient to @ 0.3 micron particle size, hermetically sealed and ducted aluminum terminal units. Each unit has an upstream sample port, and protective painted aluminum face screen. The Supply Air Handling Unit will be connected to AHU of suitable capacity for temp and RH control (Note: vendor has to design the AHU according to the humidity at the construction site). The HEPA filter should be capable to withstand corrosive agents and gases used for lab fumigation. The Exhaust/Blower fan shall be turned at once to achieve the set value of negative pressure.



Air Filtration System:

- All incoming air filtered by three stages Filtration in AHU
- All main lab exhaust air pass through BIBO HEPA.

Three Stages for supply Pre- Filtration:

ASHRAE 1st stage	30% efficiency
ASHRAE 2nd stage	90% efficiency
Final Stage HEPA Filtration	99.99% efficiency

HEPA filters for Exhaust:

BIBO HEPA Filter	0.3 micron @ 99.99% efficient
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Fumigation

Entire laboratory areas and ETP plant room should be fumigation and disinfection complaint. Provision is to be kept for portable fumigation unit, surface sterilization kit and Decontamination procedure is to be as per BSL-3 DBT 2020 guideline.

Ducting and Insulation for Supply and Exhaust Ducts:

The supply air and exhaust ducting shall be carried out in GI sheet (class VIII with zinc coating of 120 gm/sqm.). All duct fabrication work, thickness of sheet metal, supports, hangers shall conform to SMACNA standards. All the joints shall be sealed with silicone sealant.

Duct Insulation:

Closed cell, fire retardant, self-extinguishing type crossed linked polyethylene insulation density not less than 24 Kg/sqM, "K" value not more than 0.028 Kcal/deg C with adhesive tape etc, on duct complete as per specification and drawings

Motorized Airtight Damper:

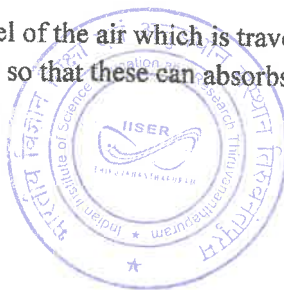
Consists of aluminium casing with factory fitted motorized damper. Casting and attachment should in stainless steel. The damper blade with plastic seal when closed should comply with DIN EN 1751, CLASS 4 (Exception normal size 100 and 125, class 3) also complies with the requirement of DIN 1946, Part 4 (leakage < 10 M3/h. M2 of damper cross section with a 100 Pa Pressure differential).

Fire Dampers:

Fire Dampers provided in the supply and exhaust air systems shall be interlocked with the AHU blower motors such that in case of fire, the AHU fan motor should trip automatically.

Sound Damper:

There are used for reducing the noise level of the air which is travelling through the duct. These are to be placed after the air throwing machines so that these can absorb the extra noise. And surrounding will



not be affected by the noise & it will be noise proof.

BUILDING MANAGEMENT SYSTEM (BMS):

A customized Building Management System shall be designed, programmed and provided to:

- i. Control and monitor the operation of HVAC system and other laboratory operating parameters in the Lab rooms/zones like: Room/Area/zone pressure, temperature & RH, Ambient temperature & RH, AHU and AHU changeover and Exhaust Blower operating status, VFD status & VCD status, OPEN/Close dampers status, Supply & exhaust air quantity in each Laboratory rooms/zone.
- ii. The BMS shall be complete with PLC, Sensors, Controllers, power and control wiring, customized Software and other associated field devices, hardware and accessories complete in all respect, as per requirement and approved design.
- iii. The HVAC system START and STOP sequence shall be interlocked to prevent positive pressurization of the laboratory, at any point of time.
- iv. A dedicated AIO PC shall be provided for the BMS operation and control along with a parallel secondary display screen of 32" or higher size at the laboratory entrance to show the operating parameters.
- v. The BMS control panel shall be powered through UPS. Upon restoration of power after a power failure, the BMS shall start the HVAC system automatically without any human interface and restore the normal operational set points of the system.
- vi. A dedicated run log data recording system of the BMS shall be provided for the retrieval of data for future inspection

Laboratory should have automated BMS Control System showing all the parameter like- Return Air Temperature, Temperature, RH & Pressure Setpoints, CHW Value detail, Return Air Humidity, Room Pressure, SAF-EAF VFD Speed, SAF-Auto/Manual Status, SAF AHU on/Off Status & Command, Autoclave and ETP status.

BMS System shall have all the Graphic display of AHU along with filtration stage/ filtration life along with the standby blower. Online Data of all the VFD integrated with AHU should also be displayed.

Alarm and Monitoring Systems:

- a) for lab pressure, humidity, fire
- b) Pressure alarm visual/audio
- c) Temperature/RH alarm visual/audio
- d) Emergency panic button (break glass type) - audio all rooms/control room
- e) Emergency door-open" button (For interlock door)
- f) Automatic SMS/call based warning system should be integrated for critical failure warning to Facility in-charge

a) Computerized Controls (DDC):

The control System, consist of DDC (Direct Digital Controller) should automatically adjust system airflow and maintain system as the designated negative pressure.



The DDC should have the following features:

- The system controller (Direct Digital Controller) is controlled via a dedicated software program.
- Centralized Control
- Automatic air flow control.
- Pressure, Temperature and Humidity monitor and control.
- Doors interlock - controlled by DDC and display on the DDC control panel.
- HEPA filter resistance and efficiency monitoring. When the pressure of the filters reaches the setting value, the DDC has the alarm.

BMS AIO PC (Computer): Supply and Installation Main Operator Station Comprising Main P.C. with Intel Core I7 series or latest 2.5 Ghz CPU complete with accessories such as 21" LCD Colour Monitor, minimum 1 TB hard disk drive. 16 GB RAM or higher, wireless 101 Keys KeyBoard, wireless Optical Mouse, A4 colour Printer including UPS with half an hour battery backup.

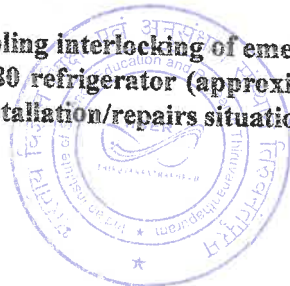
BMS SOFTWARE: Supply, Installation, Testing and Commissioning of the BMS System Software: Graphical Software meeting the requirements in the Given I/O Summary and technical specifications including configuration and facility to create / provide the graphic mapping for all I/O summary points, configurable password protection for Building Mgmt System as per Specifications. Software shall be able to communicate with Bacnet, Modbus devices simultaneously, with unlimited web user license capacity. Same software can be used as programming / commissioning software.

BMS PANEL: Automation stations/ Direct Digital Controller with I/O module etc. The networkable controllers shall be 32/64 bit, UL listed microprocessor with built in networkable (IP) type with real time clock with SD-CARD programmable memory. Minimum one networkable DDC (32/64 bit, UL Listed) should have inbuilt graphics display with knob operation. The networkable DDC's shall be capable of either direct sitting on IP LAN or peer to peer communication with lockable MS mounting cabinets duly powder coated connector strip, internal wiring and space to house controller & relays, connector etc. as per IO summary.

b) Door Interlock and Access Control System

The door interlock and access control system shall be provided with combination of proximity card based, numerical keypad lock based and push button based system. The system shall be complete with access logic controllers, door electromagnets, proximity cards and card reader/s, numerical keypad locks, door release push buttons, emergency door release buttons, PC communicator, control and power wiring and cabling and other required accessories, hardware, and software. The access control system shall be powered through UPS supply for uninterrupted operation even during mains power failure. The door Electromagnetic Lock shall be suitable for installation on doors/frames. The electromagnetic lock and armature shall be constructed and designed to provide trouble free service.

There has to be provision of disabling interlocking of emergency exit (double door) twin doors for passage of large apparatus e.g. -80 refrigerator (approximate size of a -80 is 2m height and 1m width) in and out of lab during installation/repairs situation without losing negative air pressure in the lab.



c) CCTV System

CCTV System shall be provided for surveillance of the Laboratory. The CCTV system shall be complete with wall/ceiling mounted high resolution color cameras, multiplexer cum DVR, associated power and control cabling etc. and required hardware and software. The cameras shall be high resolution colour cameras and shall be suitable for indoor installation. Atleast one PZT camera to be installed in each working space in the middle of the lab. No CCTV camera in the shower area. CCTV system to be plugged to LAN for remote monitoring. CCTV system should be thus compatible with Android 13 & Windows 11 OS.

The multiplexer cum DVR shall be suitable for analog data, audio, text data and event data with play back feature. The DVR memory/Hard disk capacity shall be 8TB HDD or higher for 3 months data storage. For convenient backups the DVR shall be compatible with Windows based OS so that it can be backed up through a PC.

d) Fire Detection and Alarm System

The complete Laboratory and support areas shall be provided with Fire Detection and Alarm System. The Fire Detection & Alarm System shall be complete with Smoke detectors, Heat detectors, Fire Alarm Panel, manual call points, response indicators, power and control wiring and cabling etc. complete in all respect.

- a) Temp/RH/Pressure Sensor
- b) Pressure alarm visual/audio
- d) Emergency panic button (break glass type) - audio all rooms/control room
- e) Emergency door-open" button (For interlock door)

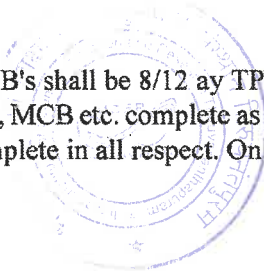
ELECTRICAL SYSTEM AND ASSOCIATED WORKS:

Electrical power distribution system scheme for the complete Laboratory should be provided. The electrical distribution system shall be designed and installed as per the Indian Electricity Rules and shall conform to NBC. Vendor shall calculate and submit the electrical load calculation sheet, power and light wiring diagrams, GA and Single Line diagrams for Electrical Distribution Panels, cable routing etc., before proceeding with the work.

a) Power Distribution System:

The executing agency shall design and provide the main power distribution (LT) panel, sub-distribution boards and panels complete with required switchgears, breakers, circuit breakers, power and control wiring, etc. for power distribution system for complete Laboratory Facility. The power distribution system shall include supply and laying of cabling/wiring for HVAC System and Fixed equipment and systems like Autoclaves, Bio-safety cabinets, access control system, CCTV system etc., required and provided for the Laboratory and provision for all the necessary accessories for the BSL-3 facility as per the DBT guideline .

For circuit and power distribution, the DB's shall be 8/12 ay TPN vertical/Horizontal with double door 3 phase/ 1 phase, fitted with ELCB, RCCB, MCB etc. complete as required. The circuits, lighting and power distribution shall be fully wired and complete in all respect. Only multi-stranded copper conductor wires



shall be used for sub-main wiring, circuit wiring, light and power wiring. All joints shall be made at main switches, distribution board socket and switch boxes only. No joint shall be made in conduits and junction boxes. Conductors shall be continuous from outlet to outlet.

b) Internal Light Points, Power Points, Fittings and Fixtures

The Electrical fittings and fixtures in the Laboratory and support areas shall be sealed type, explosion proof, capable to withstand chemical exposures during laboratory fumigation. The Laboratory rooms shall provide 400-450 lighting Lux level and the light fixtures shall be surface mounted type.

All the electrical points, power points, light and power sockets shall be fully wired with switches, sockets, connections complete in all respect as required. Only multi-stranded copper conductor wires shall be used for light and power wiring. The internal wiring shall conform to the Indian Electricity Rules and BIS standards. The conduit work for light points, power points, voice and data points, FDA system etc., shall be concealed type and shall be done in rigid PVC as per IS specifications. All the conduit pipes shall be sealed to prevent ingress of air.

c) Communication Facility (Intercom & LAN)

The Laboratory areas and support and service areas shall be provided with Data (LAN) and Voice points (Intercom) for communication. The system shall be complete with required conduit and wiring. The Data and Voice points shall be fully wired with CAT6 cable complete with output terminals. A document scanner (A4 size) connected with LAN/wifi should be provided

d) UPS

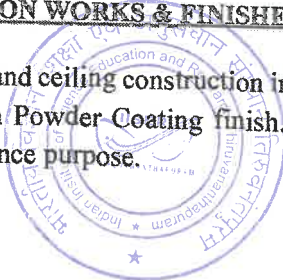
An UPS of 30 KVA to be provided for un-interrupted power backup to critical components like Door Interlock and access control system, BMS Operation and shower control panel operation. The power backup through the UPS shall be for minimum 60 minutes. The UPS shall be complete with battery bank, battery rack, interconnecting cabling and wiring, complete in all respect. Entire facility except -80 freezer and chillers to be run at online UPS.

e) Diesel Generator (DG)

Provide a suitable capacity DG unit (full back up) to run the entire BSL-3 facility. A dedicated Diesel Generator Set complete with Alternator and sound proof enclosure shall be provided for supply of backup power to the BSL-3 Laboratory. The DG set shall be with sound proof canopy/enclosure and shall be suitable for outdoor installation. The DG set shall be complete with engine, alternator, AMF panel, day oil tank (900 ltrs capacity) and fuel piping system, exhaust ducting and chimney as per the pollution control board norms, power and control wiring, foundations, earthing, etc. complete in all respect. The required statutory approval/clearance for the installation and operation of the DG set shall be obtained by the contractor and included in the scope of work.

INTERNAL CONSTRUCTION WORKS & FINISHES:

The internal partition walls and ceiling construction in Biosafety Laboratory shall be carried out with non-particle shredding panels in Powder Coating finish. The ceiling shall be walk-able type for access of services above for maintenance purpose.



a) Modular Wall & Cladding Panels:

Double skin modular wall panels made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating with min. 60 Micron on both sides with PUF of density $40 \pm 2 \text{ kg/m}^3$ as infill, GI profiles for reinforcement along the periphery, floor track in Painted GI with EPDM rubber below Floor Track using Fastener bolts, Self-tapping screws at suitable interval, suitable to accommodate the epoxy floor flush with wall panel. Joints shall be sealed with clean room compatible silicon sealant. Including all material, lead lift T&P, Labour etc.

Wall panel is sealed airtight, that ensures no air leakage. There shall be cut-outs on the walls to accommodate electrical outlets, telephone & intercom pipelines, control panels, monitoring devices, emergency warning systems, pass-thru cabinets and piping where are applicable, which should be air sealed.

Wall Panel Thickness	-	50/80/100 mm
Cladding Panel Thickness	-	50/80 mm
Outer Skin (both sides)	-	Powder Coated GSS sheet in 0.8 mm thickness
Insulation/Filler material	-	PUF having density of $35\text{-}40 \text{ kg/m}^3$
Shade / Color	-	White
Services	-	Pre-inserted conduits for electrical wires/cables etc.
Sealing of Joints	-	Silicone Sealant
Sealing of Penetration	-	Silicone Sealant

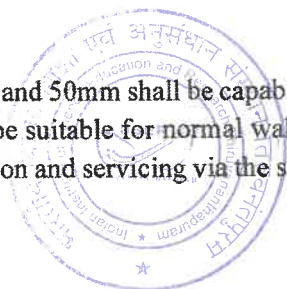
b) Ceiling Panels:

Double skin totally flush walkable false ceiling made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating with min 60 micron on both sides with PUF of density $40 \pm 2 \text{ kg/m}^3$ as infill, GI profiles for reinforcement along the periphery, including ceiling grid for easy installation and necessary hardware like threaded rods, Fastner Bolts, self tapping screws, nuts and bolts etc. Joints shall be sealed with cleanroom compatible silicon sealant. (Load bearing capacity- 150 kg/m^2).

Double skin modular wall panels made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating. The solid ceiling panels will be placed side by side and fastened together. Ceiling trim (PVC) pieces will be installed on the ceiling to seal the ceiling panel airtight. The GI panel edges are sealed with Room Temperature Vulcanizing (RTV) Silicone to the structural frame and fasten on both sides to form an airtight sealed panel.

The wall and ceiling system should be impervious, non-corrosive, antibacterial and antifungal surface finish suitable for use of wide range of chemicals like Hydrogen peroxide, formalin etc. for laboratory decontamination.

The solid ceiling panels of size 80mm and 50mm shall be capable to withstand the high negative operating pressure of the Laboratory and shall be suitable for normal walking pressure and strong enough to allow personnel to climb above for installation and servicing via the service access on the side of the laboratory.



c) The Radius Coving (wall-to-wall, and wall-to-ceiling, from inside to outside corner):

Smooth radius coving should be installed at all wall-to-wall and wall-to-ceiling joints. All seams should be carefully sealed with RTV sealant. Corners at floor - covered from epoxy floor sheet to the wall.

d) Flooring

Flooring for BSL-3 Lab and Other Area shall be 4 mm or thicker Epoxy flooring with rounded corners, non-skidding, abrasion resistant and chemical resistant.

e) Doors

All Air-Tight Doors (air-lock to the outside of the Laboratory) to be constructed with steel and powder-coated (for easy cleaning). 46 mm thick doors made with PU painted 0.8mm thick GPSP sheets on both sides with honeycomb kraft paper as infill, 1.2 mm thick GPSP powder coated door frames, hardware like SS push plate, SS 'D' handle, SS ball bearing butt hinges, Double glazed view panel with Automatic Concealed door bottom drop seal and 1.2mm thick SS304 kick plate with necessary gaskets and drop seals.

The door is to be installed completely with pull-door-handle door, closer and electrical interlock mechanism. The Airlock doors and emergency Exit Door shall be Air-Tight Doors. These Air Tight Doors should have adequate gasket arrangement to provide an air tight seal and may have a step-over seal.

The interlock logic shall be such that while entering or exiting the facility, traffic from the other side should not get access, to ensure privacy.

f) Ducting for CO₂ gas connection:

Should provide proper leak-proof copper pipe line (3/8 dia, 0.8-1.2 gauge) connections with necessary fittings (valves, valve closures, regulators etc..) to connect external CO₂ cylinder source to CO₂ incubators inside the BSL-3 facility, with a standard colour code. A provision should be made to keep at least two CO₂ cylinders outside the BSL-3 facility adjacent to the wall that is easily accessible to change the cylinders.

EFFLUENT DECONTAMINATION SYSTEM

The Chemical Decontamination System for Biosafety Level-3 Laboratory effluent shall comprise of one common Effluent Collection tanks (1 Working +1 Standby) capacity. The drain line from Laboratory containment area shall be terminated to the effluent decontamination tanks. The effluent decontamination tanks shall be provided with motorized OPEN/CLOSE valves connected with liquid level sensor such that when one tank get filled up to full volume, the supply valve shall automatically close and the supply valve of the standby tank shall automatically open to allow collection of effluent. One number chemical storage tank fitted with transfer pump and measuring device, piped and connected to both the decontamination tanks shall also be provided for introducing disinfectant chemical into the decontamination tanks. The system shall be complete with items: - Motorized valve connected with liquid level sensor through control panel - Disinfectant Chemical storage tank - Disinfectant Chemical dosing pump - Non return valves - Interconnecting piping including piping for chemical dosing - Pumps for discharging decontaminated

effluent into sewer/drain (1W+1S) - Power and control cabling/wiring for pumps and motorized valves with control panel. A dunk tank made of SS 304 steel for mixing NaOH / sodium hypochloride to be added for disinfection process before the drain outlet of BSL-3. Approximate size of dunk tank shall be 1000x1000x500 mm and to be kept at base of the ETP container. This shall be fitted with motorized open/close valve with liquid level sensor with 500 L volume in one batch of disinfection.

- a) Emergency Shower with hands free Eye wash station inside Shower Room, required during exit from the Lab
- b) PLUMBING WORK: All internal Plumbing- piping Work for Sink/ shower/ ETP, etc
- c) CIVIL FOUNDATION AND CANOPY: All foundation works including, platform for placing the BSL-3 Lab Containers, roof for the entire setup with required projections all around shall be done by the vendor. Any ramp/steps should also be done by the vendor according to the guidelines.

SERVICE & UTILITIES

- a) Power:

The required power for the Laboratory with DG backup shall be arranged and provided by the vendor, upto the main LT Panel of the Laboratory.

- b) Water:

Water supply for the Laboratory shall and provided by institute, up to the Lab area. **One unit of RO plant of capacity 50L/h to be supplied and installed for use by the HVAC system, the steam boiler, the laboratory room sinks and showers.**

- c) Drain & Sewer Line

The drain from the Laboratory, after decontamination, shall be connected to the nearest available drain line (to be made available by the institute).

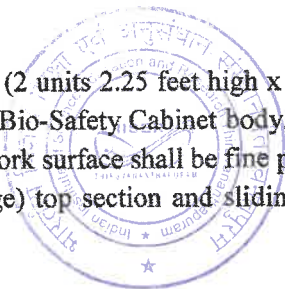
EQUIPMENTS & SYSTEMS

A) ESSENTIAL LAB EQUIPMENT'S

All the essential lab equipment should be a high standard, easy handling, suitable for BSL-3 facility.

All the instruments should be supplied along with necessary accessories and fittings to make it fully functional.

- a) BIOSAFETY CABINET BSC (2 units 2.25 feet high x 4 feet wide x 2.25 ft deep working area) shall be Class II B2 type. The Bio-Safety Cabinet body, frame and supports shall be constructed in SS 316 L (18 gauge). The work surface shall be fine perforated SS 316 L (18 gauge). The front shall have SS 316 L (18 gauge) top section and sliding sash in toughened glass with required



counter weight. Front should have liquid splash barrier control. Virus burnout has to connect to the outlet air of each BSCs

The Bio-Safety Cabinet shall be complete with following accessories, features and specifications:

- Approx. Work Space of 1200 mm (W) x 610 mm(D) x 610 mm (H)
- Supply Air Face velocity not to exceed 0.65 m/sec
- Working chamber to operate under > 10 mm negative pressure
- Drain receptable with drain faucet
- Flourescent light & UV light
- Extract plenum and Air control dampers
- 2 Nos. Power outlet switch/sockets
- 80 to 100 fpm air inlet velocity at 8-10 inches of sash opening
- Supply and Exhaust HEPA filters shall be mini pleat separator less type with 99.99 % efficiency down to 0.3-micron particle size
- Supply and Exhaust Blowers with motor, statically and dynamically balanced.
- Magnehelic differential pressure gauge for chamber and HEPA filters

b) AUTOCLAVE shall be double door, rectangular, steam operated, high pressure high vacuum, suitable for horizontal loading of waste. The autoclave shall be with bio-seal design. The chamber size shall be approximately 600 mm x 600 mm x 900 mm, of 320 Ltr \pm 10 capacity. The autoclave shall be free standing type. The Autoclave shall be PLC controlled, programmable and shall be loaded with different pre-programmed decontamination and sterilization cycles.

The chamber and door plate would be made of stainless steel AISI 316 quality and electric steam generator would be made of stainless steel AISI 304 quality. The jacket would be made of Boiler Quality steel.

The chamber & jacket would be hydraulically tested to 2 times the working pressure. The normal working pressure would be 2.1 Kg/cm² corresponding to temperature 135°C.

The unit also would be incorporated with water ring vacuum pump to create vacuum of 24" when the temperature of cooling water to the pump is less than 30°C for total evacuation of the air from the chamber, thus allowing complete sterilization of the load in shortest possible time.

The system shall be PLC based microprocessor with the facility of HMI (Human-Machine-Interface) which is incorporated with the sterilizer.

The Micro-Processor based control Panel (Microster) will control entire cycle of sterilization and steam pulsing automatically through water ring vacuum pump. The control panel shall house the complete automatic process control arrangement including timers, relays, contactors etc.



The vendor should provide at least four rectangular corrosion free stainless-steel discard boxes with leak proof lid and loading trolley, the size should be suitable for the quoted autoclave.

- c) PASS BOX shall be provided at required locations for transfer of samples, chemicals and materials into the laboratory Pass box with UV to be provided. The Pass Box shall be constructed in 18 swg SS 304. The corners inside the Pass Box chamber shall be coved for easy cleaning. The pass box chamber dimension shall be approximately 610 mm x 610 mm x 610 mm. The unit shall be complete with HEPA filters, blower, motor, door electromagnets, door interlock, UV Lamp with timer, necessary wiring, controls and all other accessories. etc. complete.

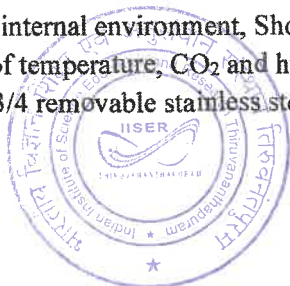
The Pass Box doors shall be interlocked by providing suitable electromagnet, so that both the door cannot be opened simultaneously. The interlock shall provide visual indicator for door open/close conditions. The blower motor of Pass Box shall of suitable rating and shall be dynamically and statistically balanced. Magnehelic differential pressure gauge shall be provided to indicate the pass box chamber pressure. The pass box shall be provided with UV light with ON/OFF switch and shall be interlocked with the pass box doors

- d) UPS: An UPS of 30 KVA to be provided for un-interrupted power backup to critical components like Door Interlock and access control system, BMS Operation and shower control panel operation. The power backup through the UPS shall be for minimum 60 minutes. The UPS shall be complete with battery bank, battery rack, interconnecting cabling and wiring, complete in all respect.

B) ADDITIONAL OPTIONAL EQUIPMENTS/SERVICES (to be quoted separately in BOQ)

All the instruments should be quoted along with necessary accessories and fittings to make it fully functional.

- i) An additional autoclave as backup with a capacity of 100 ±10 Ltr, should be quoted separately, the fitting details should be highlighted in the drawing layout plant.
- ii) Additional Chiller – for 100% standby HVAC arrangement for Lab – (since lab is required to run 24x7)
- iii) SS 304 Furniture (as per drawing) and Chairs
- iv) Deep Freezer (-80 Degree) Vertical Freezer 500L or 800+ L (4x6) racks, with temperature data logging, heat emission <2000 BTU, remote monitoring option
- v) Inverted Fluorescence Microscope - (with Camera and AIO Computer with Core I7, 16 GB RAM, Windows 11, wireless mouse, keyboard, wifi, bluetooth)
- vi) BOD shaker cum incubator in single unit (2 incubator racks, shaker 50 ml - 1000 ml changing adapter based, 4-65 deg C)
- vii) CO₂ incubator (2 no) and cylinders (2 no)
Should be an air jacketed CO₂ incubator for in-vitro mammalian cell culture, should have LED/LCD display for internal environment, Should have microprocessor based control system for proper regulation of temperature, CO₂ and humidity levels, should have rust-free steel internal chamber and 3/4 removable stainless steel shelves, Shelves and shelve supports should



be easily removable and cleanable, should have in-built programs for heated decontaminations/sterilizations at ≥ 120 °C in less than 12 hours, Interior volume: should not be less than 150 litres, Temperature Range: 3-5°C above ambient to 50-55 °C, CO₂ level of 1-20% should be achievable and control range should be better than $\pm 0.1\%$ with IR sensor, Should have in-chamber replacement HEPA/ULPA filter units, Regulators should be provided along with the equipment and CO₂ cylinders is also provided.

Should provide BIO transport box (6 nos) and BIO transport box connected with 0.22-micron filter (6 nos) to transport cells from Laminar airflow to incubator and culture cells

- viii) Table top centrifuge for high volume applications with a fixed angle rotor with adaptors for 50 ml, 15 ml. A fixed angle rotor for 1.5 -2 ml tubes. A fixed angle rotor capable of running at least a total of ~500 ml culture. Adapters and other accessories should quote individually. Temperature range from -8°C to 40°C. Noise level should be less than 60 dB. Should be equipped with biocontainment sealings. The biocontainment lids should be certified for its safety by any standard third-party agency.
- ix) Water bath (12 -20 liters)
- x) Refrigerator (double door, 250-300 Ltr)
- xi) Compact vertical -20 °C Freezer (approx volume 350 \pm 25 Ltr)

TESTING, COMMISSIONING AND VALIDATION

After completion of the construction and installation works, all the equipment, systems and services shall be commissioned and tested to check the operation and performance of each of the equipment and system.

The list of test to be performed not limited to following should be commensurate to DBT guidelines on BSL-3 structures 2020

- Containment Barrier Integrity Test
- HEPA Filter Leak Test – According to the US Federal Standard 209E
- Ducting Pre-welding leak test
- Ducting post-welding leak test
- Room Differential Pressure test
- Particle Count Test for Cleanliness
- Air Velocity/ Pattern smoke Test
- Room Air change Rate Test
- Light intensity Test
- Noise level Test
- Biological Safety Cabinet Test
- Temperature and RH
- Effluent treatment plant test with microbiological characterization
- Viral burnout units test
- UPS load and drain check
- Door interlocking and leakage tests
- Shower test



- Fumigation check
- BMS test including warning system
- Chiller units test
- AHU changeover pressure drop tests
- DB MCB trip tests

A one-month report should be provided for submission to DBT for final approval of facility within the scope of tests within 1 months of commissioning and operation. **Failing which Performance security guarantee shall be forfeited.**

Three years of comprehensive warranty for complete facility including, equipments, and accessories to be provided.

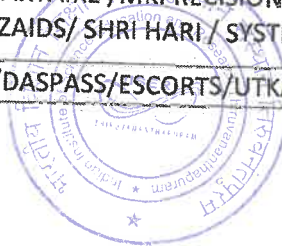
The vendor shall provide one BSL-3 trained manpower for operation and monitoring for 1 year from the first user trial of the facility, which is within the scope of contract. Payment to the manpower for 12 months shall fall within the scope of work contract.

If by some reasons the facility fails to clear DBT biosafety committee inspection cum approval due to poor workmanship or failing to adhere to DBT guidelines on BSL-3 structures 2020 on structure, Performance security guarantee (3% of contracted amount) shall be forfeited along with a liquidated damage charges of 10% can be levied on vendor. Performance security guarantee is to be deposited by winning bidder as bank guarantee to be retained by institute until the warrantee period.



SCHEDULE OF APPROVED MAKES AND MANUFACTURERS

Air Cooled Chilling Units	VOLTAS/BLUESTAR/CARRIER
Chilled Water Pump	KIRLOSKAR/CROMPTONGREAVES/ ARMSTRONG/ GRANDFOSS/ KSB/ WILOS / KBL
Supply & Exhaust AHU	VTS/FLAKTWOODS/BIOSAFE/SYSTEM AIR/ZECO/CLIMCONE
Hot Water Generator	RAPIDKOOL/KHOKAR/EMERALD
Supply & Exhaust AHU blower	NICOTRA/KRUGER/COMFRI/ROSENBERG
Motors (for AHU)	ABB/SIEMENS/BHARAT BIJILI/CG/ CROMPTON/KIRLOSKAR
VFD	SIEMENS/ABB/SCHNEIDER /EQUIVALENT / FUJI /DANFOS
Chilled Water Piping	TATA/ JINDAL/SAIL/ HSL / SURYA
Butterfly valve	ADVANCE/ INTERVALVE/ AUDCO/C&R/CASTLE/ARROW
Balancing Valve	ADVANCE/ INTERVALVE/ AUDCO /C&R/CASTLE/ARROW
Gate Valve	LEADER/SANT/DIVINE/ADVANCE/CASTLE
NR Valve	ADVANCE/ INTERVALVE/ AUDCO/C&R/CASTLE/ARROW
Flow Switch	JOHNSON/HONEYWELL/STAEFA
Y strainer	SANT / EMERALD/RAPIDKOOL
Temperature Gauges/ Pressure Gauge	WAREE/H GURU/FIEBIG/JAPSIN/FORBESMARSHALL
Air Vents	I TAP / ANERGY/SANT/H GURU/CASTLE
Pipe Insulation	AEROFLEX/ ARMACELL/SUPREME/PARAMOUNT/K FLEX
Duct Insulation	AEROFLEX/ ARMACELL/SUPREME/PARAMOUNT/K FLEX
Ducting GI Sheets 280 GSM with certificates	TATA/ JSW/ SAIL/JINDAL
Volume Control Dampers/ Fire Dampers – Fusible Link	CARYAIRE / AIRMASTER / AJANTHA/ SYSTEMAIR/ CONTINENTAL
Bag In Bag Out HEPA Filters with Module	AAF / CAMFIL/ BIOSAFE/THERMADYNE
HEPA Filter with Filter Module	AAF / CAMFIL/ BIOSAFE/THERMADYNE
Wall Panel/ Ceiling Panel/ Doors	FABTECH/I-CLEAN/GMP/SYNERGY/ BIOSAFE/NICOMAC /AIRTECH
Grills/Diffusers/Dam pers	AIR MASTER/ AJANTHA/ SACHIN IMPEX / BIOSAFE/CARYAIRE /MKPRECISION/ CONTINENTAL/ SYSTEMAIR/ TROX/ KLEZAIDS/ SHRI HARI / SYSTEMAIR
Heaters	HEATCON/DASPASS/ESCORTS/UTKAL



I BMS System/Modulating 3 Way valves/ Thermostats/Humidistat/Sensors	HONEYWELL / SIEMENS/JOHNSON CONTROL/ROCKWELL/SCHNEIDER
Magnehelic Gauge	DWYER/ substantially identical make
Air Circuit Breaker & Bus Couplers	L & T/SIEMENS /ABB
MCCB	L & T/SIEMENS/SCHNEIDER/ABB/CG
MCB's	L & T/SIEMENS/SCHNEIDER/ABB/CG/HAGER/LEGRAND
ELCB's	L & T/SIEMENS/SCHNEIDER/ABB/CG/LEGRAND
Power/Control Contacts, Over load Relays, Timers, etc.	L & T/SIEMENS/SCHNEIDER/ABB
Fuses	CG/L & T/SIEMENS
Energy Meters	L & T/CONZERVE
Power Cables/Control Cables/Wires etc.	FINOLEX/UNIVERSAL/POLYCAB/KALINGA/HAVELLS/RR CABLES
CAT 5/6 Cables	AT&T/KABEL/DIGILINK/LAPP/LUCENT
Electrical Conduits	BHARAT/GUPTA/POLYCAB/PRECISION OR / OEM MAKES WITH ISI STD.
UPS	APC / UNLINE/ 3EM/ EMERSON
PASS BOX+B53:C72	THERMADYNE/BIOSAFE/PRAGATI/OEM with BIS/ISO certification
PVC Conduit	POLYCAB/PRECISION/SUPREME
Switches & Sockets	POLYCAB/CROMPTON/NORTHWEST/LEGRAND/WIPRO/P HILLIPS/MK/ HAGER/LEGRAND
LT Panel	CPRI APPROVED OEM MANUFACTURER
Distribution Board	LEGRAND/ L&T/ABB/HAVELLS/SCHNEIDER
Light Fixtures	POLYCAB/CROMPTON/NORTHWEST/LEGRAND/WIPRO/P HILLIPS/MK/ HAGER/LEGRAND
4x4' (4x2.25x2.25 ft) or 6'x4' (6x2.25x2.25 ft) (W,H, D working area) Class II-B2 type 100% exhaust Biosafety Cabinet with viral burnout and HEPA systems	NUAIRE / Klenzaid/ESCO
Vertical Ultra Deep Freezer -80 °C, 800+ L, 4x6 racks, temperature data logging, heat emission, <2000 BTU, remote monitoring option	Thermo (TDE series)/B. Medical/PHCBI/Eppendorf (Cryo cube series)



Pre-insulated Valves, strainers	CR VALVES/ AUDCO/ ADVANCE/ LEADER/SANT/CASTLE/ INTER VALVE/ KIRLOSKAR
Autoclave	TUTTNAUER/NAT-STEEL/ MACHINFABRIC/ PRECISION/SYSTech/FISA
CCTV Camera	CPPLUS/BOSCH/PALCO/HONEYWELL/LG/SAMSUNG/MOB OTIX/VIVOTEK
Fire Alarm System	HONEYWELL/BOSCH/ SIEMENS/SYSTEM SENSOR/GST
Door Interlocking & Access control system	REALTIME/HID/LG/ESSL
RO system	OZONE / TDS CHEMICAL / 3D AQUA/ Indian OEM make
BOD shaker cum incubator 4-65 deg.	Thermo/Cole Parmer/VWR
CO2 Incubator	Thermo/Shellab
Refrigerated Centrifuge with changing rotor (1.5 ml micro-centrifuge tube – 50 ml falcon tube) upto 15000 rpm	Eppendorf/Thermo Sorvall
Compact vertical -20 °C Freezer (approx. volume 350±25 Ltrs)	PHCBI/ Thermo TSXseries
Decontamination unit (ETP)	Indian OEM with BIS/ISO certification



Any item not included above shall conform to the relevant BIS specifications, wherever applicable.

Personnel movement:

Lab personnel will enter the lab, after removing street cloths and wearing necessary garments and PPEs (Personal Protection Equipment). Personnel entry to the BSL-3 lab is through Change room/Ante room and after completion of work, will enter shower room and change room and exit the lab.

Material movement:

Sample/consumables will be transported in viral culture medium in biosafety container to the lab, it will be placed in Dynamic pass box located on entry area. Lab personnel in BSL-3 lab will collect the sample and will process in bio safety cabinet for further process. Material which are required to be sent out will be through Autoclave from lab to outside.

A complete set of tender documents* may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>. Bidder has to make payment of requisite fees (i.e. Tender fees (if any) and EMD) online through RTGS/NEFT only.



Terms & Conditions Details

Sl. No.	Specification
1.	Due date: The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.
2.	Preparation of Bids: The offer/bid should be submitted in Two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format i.e BoQ_XXXX. The Technical bid and the financial bid should be submitted Online. <i>Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specs if included for overall comparison.</i>
3.	EMD (if applicable): The tenderer should submit an EMD amount through SBI Collect/RTGS/NEFT/FDR/DD. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract. Refer to Schedule (at page 1 of this document) for its actual place of submission.
4.	Refund of EMD: The EMD will be returned to unsuccessful Tenderer only after 30 days from the tender finalization. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
5.	Opening of the tender: Will be made as per CPPP
6.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.



7.

Pre-qualification criteria:

- The Bidder should be a well-established, ISO 9000/9001, ISO17025 certified, WHO-GMP or equivalent Certified for the Biosafety labs and registered with Registrar of Companies, under the Indian Companies Act and should be in similar business since last 7 years. Copy of Registration/ Certificate of Incorporation shall be submitted. Copy of PAN Number, GST Registration, ESIC & PF Registration with the appropriate concerned regulatory authorities must be submitted.
- It is mandatory for bidder to have completed two prefabricated BSL-3 installations (at Central/State Government organization/Central Autonomous body/Central Public Sector Undertaking / Universities and Institutes in last 5 years) in India and should have been in running contract for operation and maintenance for Two BSL-3 facilities in India. A list of end-user should be provided with details of work orders from the client. The Bidder must have trained engineers having valid HVAC and Biosafety training certification. Online training certificate shall not be acceptable.



- The Purchase committee shall contact the end-users and obtain feedback on Workmanship of bidder, and maintenance after-sale experience. This process shall carry marks for technical evaluation process and mandatory pre-qualification clause is to have satisfactory response from two end users.
- This is a turn-key project that includes Design, Supply, Installation, Testing, Commissioning (DSITC) and Validation of Bio-Safety Level-3 Laboratory. All offers should be submitted in two sealed parts: Technical and Price Bids, separately. Interested contractors should visit the site for physical check and status of the site condition and clarify any queries from Purchase committee during pre-bid meeting. All eligible vendors will be called for a thirty-minute presentation. The presentation should include a brief introduction on company, plan for project execution, timeline and new suggestions that might include a better alternate layout plan/BOQ for a better utilization of the limited space and optimum running costs.
- The Company should have positive Net Worth and should not have incurred loss in last three years ending 31st March 2022 duly certified by the Chartered Account. The Company should have average Annual Financial Turnover of at least Rs. 15 Crore during the last three financial years. The Bidder shall have minimum solvency of Rs. 5 Crore. Solvency Certificate from the Bidder's Banker shall be submitted.

Criteria for evaluation of the Technical-qualification - The financial bid at NIQ portal will be opened only if bidder obtains at least 80% evaluation marks from technical qualification. This mark shall be carried forward towards total evaluation percentage.

Documents need to be provided in Technical Bid

If these documents are not submitted /conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained. **Scope of Work:**

	Description
1	Copy of documents defining the constitution, legal status, place of registration and principal place of business of the Bidder. (Firm should be incorporated since last seven years)
2	PAN, ESIC, PF, GST Registration no. and copy of registration certificate
3	Power of Attorney or authorization letter for signing the Bid.
4	ISO 9000/9001, ISO17025 certified Certification, WHO-GMP or equivalent Certified for the Biosafety labs
5	A work plan/program clearly bringing out how the Bidder proposes to carry out the work to achieve the quality and the time schedule shall be submitted.



6	Details of key management and technical personnel available with the Bidder specifying their educational qualification and work experience shall be submitted.
7	Statement of financial standing from C.A. or Bank with address & proof of average annual turnover of the firm minimum 15.00 Cr for the last 3 years
8	The Bidder shall have minimum solvency of Rs. 5.00 Crore. Solvency Certificate from the Bidder's Banker shall be submitted
9	Experience in similar class of work enclosed with Customer Purchase Order/ Contract copy.
10	Completion certificate of timely/satisfactory commissioning from minimum two clients.
11	The Firm/office/service Centre in Thiruvananthapuram, Kerala (Address proof)
12	Undertaking for adherence of Two-Bid System. (Non-violation of Two-Bid System)
13	Compliance statement of tendered specifications along with Catalogues
14	Information and details regarding litigation/arbitration cases, if any, for the last five years.
15	Undertaking for adherence & acceptance to all Tender Terms
16	The Firm/office/service Centre in Thiruvananthapuram, Kerala (Address proof)
17	Fall clause declaration/ Non-black listing declaration



TABLE-1
 TECHNICAL BID STAGE 1 CRITERIA FOR EVALUATION OF THE
 PERFORMANCE OF FIRMS/CONTRACTORS/BIDDERS FOR ELIGIBILITY
 UNDER QCBS

	Attributes	Evaluation																				
(a)	Financial Strength 1. Average annual Turn Over: 10 marks 2. Solvency certificate marks 5	15 marks (i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis																				
(b)	Experience in similar class of works: 15 marks	(iii) 60% marks for minimum eligibility criteria (iv) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis																				
(c)	Performance on works (Time over run): 15 marks N.B. TOR = AT/ST Where AT = Actual Time ST=Stipulated Time in the agreement plus justified period of extension of time. Marks for value in between the stages indicated above is to be determined by straight line variation basis.	<table border="1"> <thead> <tr> <th data-bbox="959 943 1129 987">If TOR =</th> <th data-bbox="1129 943 1193 987">1 - <2</th> <th data-bbox="1193 943 1257 987">2 <3</th> <th data-bbox="1257 943 1321 987">3- 3.5</th> <th data-bbox="1321 943 1385 987">>3.5</th> </tr> </thead> <tbody> <tr> <td data-bbox="959 1077 1129 1167">Without levy of compensation</td> <td data-bbox="1129 1077 1193 1167">20</td> <td data-bbox="1193 1077 1257 1167">15</td> <td data-bbox="1257 1077 1321 1167">10</td> <td data-bbox="1321 1077 1385 1167">10</td> </tr> <tr> <td data-bbox="959 1234 1129 1323">With levy of compensation</td> <td data-bbox="1129 1234 1193 1323">20</td> <td data-bbox="1193 1234 1257 1323">5</td> <td data-bbox="1257 1234 1321 1323">0</td> <td data-bbox="1321 1234 1385 1323">-5</td> </tr> <tr> <td data-bbox="959 1368 1129 1458">Levy of compensation not decided</td> <td data-bbox="1129 1368 1193 1458">20</td> <td data-bbox="1193 1368 1257 1458">10</td> <td data-bbox="1257 1368 1321 1458">0</td> <td data-bbox="1321 1368 1385 1458">0</td> </tr> </tbody> </table>	If TOR =	1 - <2	2 <3	3- 3.5	>3.5	Without levy of compensation	20	15	10	10	With levy of compensation	20	5	0	-5	Levy of compensation not decided	20	10	0	0
If TOR =	1 - <2	2 <3	3- 3.5	>3.5																		
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With levy of compensation	20	5	0	-5																		
Levy of compensation not decided	20	10	0	0																		



		<p>(d) Performance on works (Quality): Based on user feedback report/PFC site visit 30 marks</p> <p>At Least 2 pre-fabricated container- type Biosafety level-III Laboratory</p>	
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		<p>with Central/State Government organisation/Central Autonomous body/Central Public Sector Undertaking/University/Institutes in last 5 years.</p> <p>(i) Excellent (>2 prefab BSL-3 installations in India with 2 satisfactory user feedback with existing contract on operation and maintenance of 2 such BSL-3 facility)</p> <p>(ii) Very Good (>2 installations in India with 2 satisfactory user feedback, existing contract on operation and maintenance of 1 such BSL-3 facility)</p> <p>(iii) Good (>2 installations in India with 1-2 satisfactory user feedback and <2 existing contract on operation and maintenance of 1 such BSL-3 facility)</p> <p>(iv) Fair (2 installations in India with 1-2 satisfactory user feedback, no existing service/maintenance contract for operating BSL-3 facility)</p> <p>(v) Poor (<2 installations in India or No prior experience in similar class of work, no existing service/maintenance contract for operating BSL-3 facility)</p>	<ul style="list-style-type: none"> • Outstanding/Excellent:30Marks • VeryGood:20Marks • Good: 10 Marks • Fair:05Marks • Poor: 0 Marks
	(e)	<p>Presentation Project completion, material</p>	<p>15 Marks</p>



			delivery, installation, third party validation timeline, workplan, schedule, layout as per DBT guideline	
		(f)	Local office/service centre in India with minimum twenty Service Engineers. if not	10 Marks 0 Marks
8.	Evaluation of Price/Financial Bid: For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under: <ul style="list-style-type: none"> (i) The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation. (ii) In the case of goods manufactured in India or goods of foreign origin already located in India, GST and excise duty (if applicable) and other similar taxes and duties, which will be contractually 			



payable (to the tenderer) on the goods are to be added and will be considered in determination of evaluation criteria for L-1 in those cases where only Indian bidders are competing.

Quality and Cost-Based Selection (QCBS): In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score. The bidder with the Proposal that achieves the highest combined QCBS scores shall be invited for negotiations.

- a) The lowest evaluated Financial Proposal (Fm) shall be assigned the maximum financial score (FS) of 100. The formula for determining the financial scores (FS) of all other Proposals is as follows:

$$FS = 100 \times Fm / F,$$

in which "Fm" is the price of the lowest offer, "FS" is the financial score calculated, and "F" is the price of the proposal under consideration.

- b) The weights given to the Technical (T) and Financial (P) Proposals are: T (the weight given to the Technical Proposal) = 70%, and P (the weight given to the Financial Proposal) = 30% (T + P = 100%)
- c) Proposals would be ranked according to their combined QCBS (weighted technical, TS and financial, FS) scores as follows:

$$S = (TS \times T + FS \times P) / 100.$$

in which "S" is the combined QCBS score, "TS" is the technical score calculated as per para pre-qualification criteria score above and "FS" is the financial score calculated as per a) above.

- d) All scores shall be calculated up to two decimal places only.

In case two or more agencies are found to have quoted the same lowest rate in their financial proposal, the work shall be awarded to that lowest bidder who has scored highest marks in technical evaluation at Stage 1. If it is found that two or more such bidders have same marks even in the said technical stage 1, the work shall be awarded to the agency with the highest value of financial turnover, averaged over the financial years 2019-20, 2020-21 and 2021-22, in terms of the audited accounts for those years.

9.

Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for 10% of the order value tender document within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of warranty period. If the facility after installation fails to clear DBT committee inspection and certification due to poor workmanship/lack of compliance the performance security shall be forfeited. Account payee Demand Draft and Fixed Deposit Receipt from a commercial bank are also accepted.



10.

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

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. 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.



11.	Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
12.	Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following: i. Item Nomenclature ii. Order/Contract No. iii. Supplier's Name and Address iv. Consignee details v. Packing list reference number



13.	<p>Delivery and Documents: Delivery of the semi-fabricated BSL-3 containers, Autoclave, B2 type clean benches and other accessories, fixture etc. in good packaged condition and ready to be accepted condition to be made within 6-9 weeks from the date of the issuance of purchase order. Installation and fittings of BSL-3 to final conformation is to be completed within 6-9 months after releasing the purchase order. First user trial has to be completed within 10 days of completion of installation.</p> <ul style="list-style-type: none"> ● If shall be the responsibility of the vendor winning the contract to generate 1 month's usage data to be uploaded to DBT for approval and it is within the scope of the contract at no additional cost and to be completed 30 days after first user trial. ● Third-party validation is also within the scope of this contract and has to be mandatorily completed by the vendor by 30 days after first user trial at no additional cost. ● If the installation fails the third-party validation or DBT inspection, a 10% liquidation damage shall be payable by the vendor and 3% performance security shall be forfeited. ● Site for construction of platform shall be prepared and kept ready for integration/installation by 15 days after the release of purchase order by purchaser's side, if there is delay in getting the site ready by the purchaser, equivalent time extension for delivery and completion period shall be provided to the vendor. <p>Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by email the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:</p> <ol style="list-style-type: none"> 1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity 2. unit price, total amount; 3. Insurance Certificate if applicable; 4. Manufacturer's/Supplier's warranty certificate; 5. Inspection Certificate issued by the nominated inspection agency, if any 6. Supplier's factory inspection report; and 7. Certificate of Origin (if possible, by the beneficiary); 8. Two copies of the packing list identifying the contents of each package. 9. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
14.	<p>Delayed delivery: If the delivery/integration/third party validation is not made within the due date stated in clause 12 above for any reason, the Committee will have the right to impose penalty of 25% balance payment of contract value / price.</p>



15.	<p>Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated.</p>
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16.	<p>Notices: For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.</p> <p>Purchaser: DR Purchase and Stores IISER-Thiruvananthapuram Maruthamala PO, Vithura Thiruvananthapuram-695 551 Kerala, India</p> <p>Supplier: (To be filled in by the supplier) (All suppliers should submit its supplies information as per Annexure-II).</p>
17.	<p>Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:</p> <ol style="list-style-type: none"> 1. Quantity offered for inspection and date; 2. Quantity accepted/rejected by inspecting agency and date; 3. Quantity dispatched/delivered to consignees and date; 4. Quantity where incidental services have been satisfactorily completed with date; 5. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date; 6. Date of completion of entire Contract including incidental services, if any; and 7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).



18.

Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

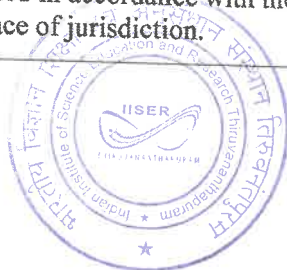
- After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.
- The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.
- In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.



	<ul style="list-style-type: none"> • Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
19.	Resolution of Disputes: Amicable Settlement, Arbitration & Jurisdiction of Courts etc.: as per General Terms and Conditions of the tender documents
20.	Applicable Law: The place of jurisdiction would be Thiruvananthapuram, Kerala, INDIA.
21.	Right to Use Defective Goods: 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.
22.	Supplier Integrity: The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
23.	Training: The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
24.	Installation & Demonstration: The supplier is required to done the installation and demonstration of the equipment within one month of the arrival of materials at the IISER TVM site of installation, otherwise the penalty clause will be the same as per the supply of materials. In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. IISER TVM will not be liable to any type of losses in any form.
25.	Insurance: For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse". (final



	destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.
26.	<p>Incidental services: The incidental services also include:</p> <ul style="list-style-type: none"> ● Furnishing of 01 set of detailed operations & maintenance manual. ● Arranging the shifting/moving of the item to their location of final installation within IISER TVM premises at the cost of Supplier through their Indian representatives.
27.	<p>Warranty:</p> <p>(i) Warranty period shall be (as per the tender) from date of installation of Goods at the IISER TVM site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.</p> <p>(ii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p> <p>(iii) The warranty period should be clearly mentioned. The maintenance charges under different schemes (Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC)) after the expiry of the warranty should also be mentioned separately as optional as in the BOQ. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.</p> <p>(iv) After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) up to the next two years should be started. The AMC/CMC charges will be included in computing the total cost of the equipment if taken into consideration.</p>
28.	<p>Governing Language:</p> <p>The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.</p>
29.	<p>Applicable Law:</p> <p>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.</p>



30.	Notices: <ul style="list-style-type: none">● 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 email and confirmed in writing to the other party's address.● A notice shall be effective when delivered or on the notice's effective date, whichever is later.
31.	Taxes: <p>Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST etc, in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.</p>
32.	Duties:



IISER TVM is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only.
a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)
b) Forwarder details i.e. Name, Contact No., etc.

33.

Payment terms

Only those vendors should bid who can complete the installation and commissioning of entire lab with at least 1 user-trial within 6-9 months after releasing the purchase order. Vendor shall be responsible for third party validation and logging usage data for unit and component over 1 month period for submission to DBT for approval of BSL-3 installation and should be completed within 6-9 months after releasing the purchase order within the scope of contract at no additional cost.

50% of contracted amount shall be released after acceptance of the winning bidder unloads BSL-3 semi-fabricated containers with necessary fittings, chiller, AHU, ETP units, furniture etc. at the installation site while items shall be all brand new and in good condition and also certified/accepted by the end user.

Next 25% of amount shall be released upon delivery of equipments – Autoclave, B2 cabinet and -80 deep freezer (and/or optional equipment(s) if contracted) in good working condition and accepted by the end user.

Final 25% of amount shall be released after integration of all units and 1st user trial as per delivery/installation schedule given in clause 13 above.

Third party validation and logging and reporting 1-month's trial data (to be submitted to DBT) is to be completed by 30 days after first user trial at no extra cost, subject to clause 14 above.

1 year of manpower to man the facility after first successful user trial, included in contract at no extra cost.

Vendor shall forfeit the performance security deposit if DBT committee finds any flaw with regards to its guideline on BSL-3 installations as per DBT guidelines on BSL-3 structures 2020 upon inspection within warranty period and 10% liquidated damage to be imposed on vendor.

All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.



34.	User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided. (Ref. Annexure-III)
35.	Manuals and Drawings: (i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.



	(iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
35.	Application Specialist: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure-III)
36.	<p>Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.</p> <p>The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre- installation requirements.</p> <p>Site for the construction of platform shall be prepared and kept ready for integration/installation by 15 days after releasing the purchase order by purchaser's side, if there is delay in getting the site ready by the purchaser, equivalent time extension for delivery and completion period shall be provided to the vendor without LDR charges.</p>
37.	<p>Spare Parts</p> <p>The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> ii. 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 iii. In the event of termination of production of the spare parts: iv. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and v. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case, within six months of placement of order.</p>



38.	<p>Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IISER TVM may consider "Banning" the supplier.</p>
39.	<p>Termination for Default: 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:</p> <ol style="list-style-type: none"> i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order or within any extension thereof granted by the Purchaser; or ii. If the Supplier fails to perform any other obligation(s) under the Contract. iii. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <ul style="list-style-type: none"> ● For the purpose of this Clause:



	<p>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"</p> <p>● In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.</p>
40.	<p>Downtime: No downtime will be permissible for BSL-3 exhaust system or negative pressure.</p> <p>Performance security shall be forfeited upon downtime during warrantee period of 3 years. For other systems, during the warranty period not more than 5% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 5% item value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.</p>
41.	<p>Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier's cost.</p>
42.	<p>Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Thiruvananthapuram.</p>
43.	<p>Compliance certificate: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)</p>



44.

As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). *The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)*

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participated in a procurement process.

“Bidders from a country which shares a land border with India” for the purpose of this Order means:

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- ii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- v. An entity whose *beneficial owner* is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- i. A natural person who is the citizen of such a country; or



- ii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The *beneficial owner* for the purpose of above will be as under: -

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of share or capital or profit of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with the third person.

For Works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub- contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate shall be submitted by bidders in the tender documents regarding their compliance with the said order. If the certificate submitted by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Annexure VI (For Goods/ Services contracts)/ Annexure VII (For Works contracts, including Turnkey contracts)



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It is mandatory for bidders to quote items having local content minimum 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017, No. P-45021/2/2017-PP (B.E-II) dated 16.09.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Annexure VIII for the same). *The Annexure VIII once submitted in the Technical Bid will be final. Submission of Revised Annexure VIII will NOT be accepted.*

As per O.M. of DPIIT, Ministry of Commerce and Industry, Govt. of India No.P-45021/102/2019- BE-II- Part (1) (E-50310) Dated 04.03.2021, Bidders offering Imported products will fall under the category of Non_Local Suppliers. They cannot claim themselves as Class-I or Class -II Local

Suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/ CMC etc. as Local Value Addition.



COMPLIANCE SHEET

TECHNICAL SPECIFICATION

Sl. No.	Technical Specifications	Compliance Y/N
1	Compliance statement sheet of tendered specifications along with Catalogues mentioning product details and dimensions (Annexure - I)	
2	Organization Declaration (Annexure - II)	
3	Experience in similar class of work enclosed with Customer Purchase Order/ Contract copy, contact details with phone no. and email of minimum 2 end users. (Annexure-III)	
4	Technical supporting documents in support of all claims made at Annexure-I	
5	Previous Supply Order (Annexure – IV)	
6	Original Equipment Manufacturing Manufacturing Authorization Form (MAF) (Annexure – V)	
7	<i>(For Goods/ Services Contracts)</i> Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority (Annexure-VI)	
8	<i>(For Works Contracts, including Turnkey Contracts)</i> Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority (Annexure-VII)	
9	Declaration of Local Content (Annexure-VIII)	
10	Copy of documents defining the constitution, legal status, place of registration and principal place of business of the Bidder. (Firm should be incorporated since last seven years)	
11	PAN, ESIC, PF, GST Registration no. and copy of registration certificate	
12	Power of Attorney or authorization letter for signing the Bid.	



13	ISO 9000/9001, ISO17025 certified Certification, WHO-GMP or equivalent Certified for the Biosafety labs	
14	A work plan/program clearly bringing out how the Bidder proposes to carry out the work to achieve the quality and the time schedule shall be submitted.	
15	Details of key management and technical personnel available with the Bidder specifying their educational qualification and work experience shall be submitted.	
16	Statement of financial standing from C.A. or Bank with address & proof of average annual turnover of the firm minimum 15.00 Cr for the last 3 years	
17	The Bidder shall have minimum solvency of Rs. 5.00 Crore. Solvency Certificate from the Bidder's Banker shall be submitted	
18	Completion certificate of timely/satisfactory commissioning from minimum two clients.	
19	The Firm/office/service Centre in Thiruvananthapuram, Kerala (Address proof)	
20	Undertaking for adherence of Two-Bid System. (Non-violation of Two-Bid System)	
21	Information and details regarding litigation/arbitration cases, if any, for the last five years.	
22	Fall clause declaration/ Non-black listing declaration	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



**<< Organization Letter Head >>
DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to IISER TVM.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1. Phone	
2. Fax	
3. E-mail	
4. Contact Person Name	
5. Mobile Number	
6. GST Number	
7. PAN Number	
(In case of on-line payment of Tender Fees)	
8. UTR No. (For Tender Fee)	
9. Kindly provide bank details of the bidder in the following format: a) Name of the Bank	
b) Account Number	

(Signature of the Tenderer)

Name: _____

Seal of the Company



List of Govt. Organization/Deptt.

List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)		
Name of the organization	Name of Contact Person	Contact No.

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.		
Name of the organization	Name of Contact Person	Contact No.



Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



PREVIOUS SUPPLY ORDER DETAILS

Annexure - IV

Name of the Firm _____

Order placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of order equipment	Value of order	Date of Completion of delivery as per contract	Has the equipment been installed satisfactorily (Attach a Certificate from the Purchaser/Consignee)	Contact person along with Telephone No., Fax No. and email address)

Signature and Seal of the Manufacturer/ Bidder

Place: _____

Date: _____



ORIGINAL EQUIPMENT MANUFACTURER (OEM)
Manufacturing Authorization form (MAF)
(On Letter Head of Manufacturer)

ANNEXURE-V (Revised)

Tender No. :-

Date:-

To
The Director,
IISER Thiruvananthapuram,

Thiruvananthapuram- 110016

Dear Sir,

We manufactures of original equipment a t (.....address

factory.....) do hereby authorize M/s (Name and address of Agent) to submit a bid, negotiate and receive the order format against your tender enquiry.

M/s. is authorized to bid and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per clause of the terms and conditions NIQ for the goods and services offered by the above firm.

Yours Faithfully,

(Name)

(Name & Seal of Manufactures)

Note: -

1. **Items of indigenous nature or quoted in INR**, more than 1 authorized representative may participate in the same tender and submit their bids on behalf of their OEM/Principal/Manufacturer if the OEM permits more than one authorized bidder in such case as per their policy.
2. **In cases of agents quoting in offshore procurements**, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. **One manufacturer can also authorize only one agent/dealer**
3. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.



<On Organization
Letter Head>

(ANNEXURE-VI)
(For Goods/ Services Contracts)

No. _____

Dated: _____

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is not from such a country.

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that this bidder is from _____ (Name of Country) and has been registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



<On Organization Letter Head>

(ANNEXURE-VII)
(For Works Contracts, including Turnkey contracts)

No. _____

Dated: _____

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and hereby certify that this bidder is from _____ (*Name of Country*) and has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

Signature of Bidder/ Agent

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____



(ANNEXURE-VIII)

DECLARATION OF LOCAL CONTENT

(To be given on Company Letter Head – For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

To,
The Director,
IISER-Thiruvananthapuram
Maruthamala PO, Vithura
Thiruvananthapuram-695 551
Kerala, India

Subject: - Declaration of Local Content

Tender Reference No: _____

Name of Tender/ Work: _____

1. Country of Origin of Goods being offered: _____
2. We hereby declare that items offered has _____% local content
3. Details of the Location at which the Local Value Addition is made _____
4. Details of Local Content _____

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Bidders offering Imported products will fall under the category of Non Local Suppliers. They cannot claim themselves as Class-I or Class -II Local Suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/ CMC etc. as Local Value Addition.

"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours

faithfully,(Signature of the bidder, with

Official Seal)



Note: It is mandatory for bidders to quote items having local content minimum 20%. Refer revised Public Procurement (Preference to Make in India), Order 2017, No. P-45021/2/2017-PP (B.E-II) dated 16.09.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Annexure VIII for the same). *The Annexure VIII once submitted in the Technical Bid will be final. Submission of Revised Annexure VIII will NOT be accepted.*



(ANNEXURE-IX)

BID SECURITY UNDERTAKING
(To be issued by the bidder on company's letterhead in lieu of EMD)

To,

The Director,
IISER-Thiruvananthapuram
Maruthamala PO, Vithura
Thiruvananthapuram-695 551
Kerala, India

We, M/s _____ (Name of the Firm), with ref. to Tender

No. _____ dated _____ hereby undertake that:

1. We accept all terms and conditions of the tender document.
2. We accept that, we will not modify our bid during the bid validity period and will honour the contract after the award of contract.
3. In the event of any modification to our bid by us or failure on our part to honour the contract after final award, our firm may be debarred from participation in any tender/ contract notified by IISER TVM for a period of one year.

Yours faithfully,

(signature)

Name:

Date:

Office Seal:



BID SUBMISSION

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained below: -

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Document	Content	File Types
1.	Technical Bid	Compliance statement sheet of tendered specifications along with Catalogues mentioning product details and dimensions (Annexure - I)	.PDF
2.		Organization Declaration (Annexure - II)	.PDF
3.		Experience in similar class of work enclosed with Customer Purchase Order/ Contract copy, contact details with phone no. and email of minimum 2 end users. (Annexure-III)	.PDF
4.		Technical supporting documents in support of all claims made at Annexure-I	.PDF
5.		Previous Supply Order (Annexure – IV)	.PDF
6.		Original Equipment Manufacturing Manufacturing Authorization Form (MAF) (Annexure – V)	.PDF
7.		<i>(For Goods/ Services Contracts)</i> Certificate - Bidder Not from/ from Country sharing Land border with India & Registration of Bidder with Competent Authority (Annexure-VI)	.PDF
8.		<i>(For Works Contracts, including Turnkey Contracts)</i> Certificate – Bidder Not from/ from Country sharing Land border with India, Registration of Bidder with Competent Authority & not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority (Annexure-VII)	.PDF



9.		Declaration of Local Content (Annexure-VIII)	.PDF
10.		Copy of documents defining the constitution, legal status, place of registration and principal place of business of the Bidder. (Firm should be incorporated since last seven years)	.PDF
11.		PAN, ESIC, PF, GST Registration no. and copy of registration certificate	.PDF
12.		Power of Attorney or authorization letter for signing the Bid.	.PDF
13.		ISO 9000/9001, ISO17025 certified Certification, WHO-GMP or equivalent Certified for the Biosafety labs	.PDF
14.		A work plan/program clearly bringing out how the Bidder proposes to carry out the work to achieve the quality and the time schedule shall be submitted.	.PDF



15.		Details of key management and technical personnel available with the Bidder specifying their educational qualification and work experience shall be submitted.	.PDF
16.		Statement of financial standing from C.A. or Bank with address & proof of average annual turnover of the firm minimum 15.00 Cr for the last 3 years	.PDF
17.		The Bidder shall have minimum solvency of Rs. 5.00 Crore. Solvency Certificate from the Bidder's Banker shall be submitted	.PDF
18.		Completion certificate of timely/satisfactory commissioning from minimum two clients.	.PDF
19.		The Firm/office/service Centre in Thiruvananthapuram, Kerala (Address proof)	.PDF
20.		Undertaking for adherence of Two-Bid System. (Non-violation of Two-Bid System)	.PDF
21.		Information and details regarding litigation/arbitration cases, if any, for the last five years.	.PDF
22.		Fall clause declaration/ Non-black listing declaration	.PDF
Envelope - 2			
Sl. No.	Document	Content	
1.	Financial Bid	Price bid should be submitted in given BOQ_XXXX.xls format. <i>(Note: -Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specs is not to be included for overall comparison.)</i> Bids for optional items are to be submitted in 'sheet2_Quote for optional items'	.XLS



CHECK LIST OF DOCUMENT REQUIRED

<u>Ser</u>	<u>List of documents required</u>	<u>Yes / No</u>
1.	EMD Details	
2.	Brochure/ Catalogue/ Datasheet	
3.	Technical Compliance statement with tender specifications	
4.	BoQ	
5.	Statutory Registration Certificates	
6.	Previous purchase orders (if any)	
7.	Tender document duly signed on all pages along with bidders seal.	
8.	Integrity pact as per annexure 4 duly signed	
9.	Tender Acceptance Letter as per annexure 7	
10	Self-certification regarding local content as per Annexure 8	
11	Declaration for non-blacklisted firm as per Annexure 9	
12	Declaration of border sharing as per Annexure 10	
13	Other documents pertaining to technical aspects	
14	Any other document as provided in technical specifications	



1.1	Optional :Table top centrifuge as per clause B (viii) of technical specification (refer Annexure 11 Technical Specifications)	1.000 NOS	INR			0.00	0.00	INR Zero Only
1.11	Optional :Water Bath as per clause B (ix) of technical specification (refer Annexure 11 Technical Specifications)	1.000 NOS	INR			0.00	0.00	INR Zero Only
1.12	Optional :Refrigerator as per clause B (x) of technical specification (refer Annexure 11 Technical Specifications)	1.000 NOS	INR			0.00	0.00	INR Zero Only
1.13	Optional :Compact Vertical freezer as per clause B (xi) of technical specification (refer Annexure 11 Technical Specifications)	1.000 NOS	INR			0.00	0.00	INR Zero Only
1.14	Optional :2 Year AMC after warranty period (refer Annexure 11 Technical Specifications)	1.000 NOS	INR			0.00	0.00	INR Zero Only
1.15	Optional :2 Year CMC after warranty period (refer Annexure 11 Technical Specifications)	1.000 NOS	INR			0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only							