



**TENDER REFERENCE NO: M25-0643**

**TENDER ENQUIRY**

**for**

**“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF  
NKT ADJUSTIK HP E15 2W PM FM 1550.12NM”**

**AT**

**INTER-UNIVERSITY CENTRE FOR ASTRONOMY AND ASTROPHYSICS (IUCAA) PUNE**

**ADDRESS: Post Bag - 4, Ganeshkhind, Savitribai Phule Pune University  
Campus, Pune - 411 007. Tel. (020) 25604100.**

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## **CHAPTER-1. INVITATION FOR BIDS**

1) Inter-University Centre for Astronomy and Astrophysics (IUCAA) Pune invites online bids (e-tender) in **Single Bid System [Technical + Financial]** for “**Supply, Installation, Testing and Commissioning of NKT Adjustik HP E15 2W PM FM 1550.12nm**”. The Technical specifications are given in **Chapter-4: Schedule of Requirements, Specifications and Allied Technical Details**.

### **2) EARNEST MONEY DEPOSIT:**

a) EMD of **Rs. 84,000/- (Rupees Eighty Four Thousand only)** in the form of Bank guarantee (As per format enclosed as ANNEXURE- 'G') or Demand Draft of a scheduled bank in the name of Director, IUCAA, Pune valid for 180 days from the date of opening of the tender.

b) EMD amount can be deposited in IUCAA PUNE Bank account through net banking as mentioned below:

Name of the Beneficiary - Inter-University Centre for Astronomy & Astrophysics  
Account Number - 98060100000188  
Nature of Account - Savings Bank Account, MICR NO. - 411012053  
Name of the Bank - Bank of Baroda  
Address of the branch - Bank of Baroda, IUCAA Branch, Pune University Campus, Pune -411007.  
Bank Branch Code – EXTP00  
IFSC Code- BARB0EXTP00  
Swift Code-BAR B IN BB PCB

c) Exemption from submission of EMD (Only for Indigenous Purchases in INR Only): Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.

- i) Khadi and Village Industries Commission (KVIC)
- ii) National Small Industries Corporation (NSIC)
- iii) Any other body specified by Ministry of MSME/GOI. To avail exemption, it is mandatory to upload valid certificate.

d) The firm registered with /NSIC/MSME as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item.

- i) The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.

- ii) In case of bids in Foreign Currency, the Indian Representative/ dealers can submit the EMD in INR to IUCAA, Pune without any relaxation.
- iii) The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DD's are not accepted towards EMD. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash /cheque. No interest is payable on EMD.
- iv) The EMD will be returned to the BIDDERS(s) whose offer is not accepted by IUCAA, PUNE within one month from the date of the placing of the final order(s) on the selected BIDDER(s). In case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the BIDDERS.
- v) The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract / order failing which the EMD will be forfeited.
- vi) The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit.

3) The technical offer should not contain any price information.

4) **Category of Suppliers invited for this Tender:**

Class I local Supplier – has local content equal to more than 50%

Class II local Supplier – has local content more than 20% but less than 50%

Non-Local Supplier – has local content less than or equal to 20%

5) The tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or the Centre's website [www.iucaa.in](http://www.iucaa.in) and bid is to be submitted **online only** through the e-procurement portal up to the last date and time of submission of tender.

6) Critical dates of the tender:

<b>Date of Publishing</b>	22/01/2026 (18:00 hrs.)
Clarification Start Date and Time	22/01/2026 (18:00 hrs.)
Clarification End Date and Time	26/01/2026 (18:00 hrs.)
Queries (if any)	No queries will be entertained after clarification end date and time
<b>Bid Submission Start Date</b>	22/01/2026 (18:00 hrs.)
Last Date and time of uploading of Bids	29/01/2026 (18:00 hrs.)
Last Date and time of <b>submitting</b> , EMD and other documents (if any)	NA
Date and time of opening of Technical Bids & Financial bid	30/01/2026 (18:00 hrs.)

- 7) No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).
- 8) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120- 4200462, 0120-4001002, 91-8826246593.
- 9) **Contact for information:** 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 contract person indicated in the tender. The contact number for the helpdesk is 020-25604 134 between 10:30 hrs to 17:00 hrs.
- 10) Supply means: "Supply, Installation, Testing & Commissioning".
- 11) The Offer should comprise of the following:
- The offer should be complete to indicate that all products and services asked for are quoted.
  - The purpose of certain specific conditions is to get or procure best Equipment/ service etc. for IUCAA. The decision of Purchase Committee shall be the guiding factor for selection of the responsive firms.
  - Duly filled in the bid with proper seal and signature on each page of the bid should be submitted online and the same should accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature/ Brochures with warranty Terms.
  - Agreements/ Purchase Orders and Completion certificates if any, for similar works in other Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
  - Copy of GST No. and PAN Number allotted by the concerned authorities. If registered with the National Small Industries Corporation (NSIC), the registration number, purpose of registration and the validity period of registration and a copy of NSIC registration wherever it is applicable should also be provided in bid.
  - The prices should be shown against each item for the purpose of Insurance claims/ replacements, if any.
  - Compliance sheet with any deviation with reference to the terms and specifications.
  - The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate without any problem.
  - Duly filled in checklist should be submitted along with tender.
  - Bidders are requested to quote for Educational Institutional Price for Equipment's, since we are eligible for the same.

**Note: IUCAA is requesting only Single Bid (Technical Specification and Price together) the bidders must be extremely careful about the requirement mentioned in the tender and submit their quotes accordingly. Any shortfalls found during the tender evaluation such bids will be rejected without seeking any further clarifications from the bidders. Since it is a single bid any further clarification will cause/ draw objections from other bidders.**

**All the bidders should quote their offer as per “Chapter - 5 Price Schedule” for uniformity.**

12) **Purchase Committee:** The Committee will evaluate the tenders and may also nominate some external/ expert members, in the interest of IUCAA.

13) **Terms of the Purchase Committee:**

a) A committee duly constituted by the Director, IUCAA will go through the bids and recommend firms that are meeting all the specifications of the Tender. The recommendation/ decision of the committee is the final and binding on all the parties.

b) The Committee will proceed through bids as defined in **Chapter-4 (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IUCAA will examine the information provided by the bidders, and shall evaluate the same as per the specifications mentioned in this tender.

c) The committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IUCAA.

14) **Comparison of Responsive bids:**

a) After opening the bids, the responsive offers will be tabulated with reference to the specification.

b) After arriving at final pricing of individual offers of all the short-listed firms, the lowest firm will be awarded with Contract/ Purchase Order subject to availability of funds.

15) **Commercial Bid Evaluation:** Based on results of the Technical Evaluation, IUCAA evaluates the Commercial Bid of those bidders who qualify in the Technical evaluation.

a) IUCAA shall correct arithmetical errors on the following basis :

i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected .

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above .

b) Selling exchange rate/ equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.

c) The bids shall be evaluated on the basis of final landing cost as per format given in Price Schedule in case of import/ indigenous items.

- d) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under:
- Towards customs duty and other statutory levies-as per applicable rates.
  - Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.
- e) Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the contract would be made on CIF/CIP basis only.
- f) The Vague terms like “packing, forwarding, transportation ..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**
- g) After arriving at final pricing of individual offers of all the short-listed firms, the lowest firm will be awarded with Contract/Purchase Order.
- 16) The near relatives for this purpose are defined as:
- a) Members of a Hindu Undivided Family.
  - b) Their husband (or) wife.
  - c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
- 17) **Loading & Unloading:** The loading and Un-loading of material at IUCAA Pune during delivery is completely at the bidder scope. The bidder has to plan for the manpower and equipment, if required for loading and unloading of the material.
- 18) No request for extension of due date will be considered under any circumstances.
- 19) No sub-contracting is allowed with regard to installation, warranty maintenance and after sales service.
- 20) The Director, IUCAA reserves the right to accept the offer/ tender in full or in parts or reject summarily or partly.

## **CHAPTER-2: INSTRUCTIONS TO BIDDERS**

**Techno-Commercial Bid:** Techno-commercial bid contains the following documents:

- a) Self-certification by the bidder that the items offered meet the local content requirement in pursuance of Public Procurement (Preference to Make in India), Order 2017
- b) Certificate by bidder - DPIIT Registration as per **Annexure-‘A’**.
- c) Previous supply order format as per **Annexure-‘B’**.
- d) Manufacturer’s Authorization Form (MAF) as per **Annexure-‘C’**.
- e) Bidder Information form as per **Annexure-‘D’**.
- f) Blacklist certificate as per **Annexure-‘E’**.
- g) Self-Declaration by the bidder as per **Annexure -‘F’** that the items offered meet the local/ non local content requirement in pursuance of public procurement preference to make in India, order 2017 (please tick appropriate option).
- h) Bid Security Declaration as per **Annexure ‘G’**.
- i) List of deliverables as per **Chapter- 4**.
- j) Undertaking that the successful BIDDER agrees to give a 5% Performance Security (PS)/ Performance Bank Guarantee (PBG).
- k) Self-Attested copy of GST Number (as applicable).
- l) Tender terms & conditions acceptance signed with official seal is attached.
- m) Price bid should be submitted in PDF Format along with bill of material.
- n) Price bid should be submitted excel as per BOQ.

**Delivery Period/ Timeliness:** The deliveries & installation must be completed **within 120 days**, after placement of purchase order/ after opening of LC. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as are tightly linked to IUCAA, Pune’s plans of completing the project within the time frame.

### **1) Eligible Bidders:**

- 1.1 IUCAA reserves the right to award/ reject the order to any particular bidder without assigning any reason thereof.
- 1.2 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.3 Bidders should **QUOTE** strictly in accordance with the requirements.
- 1.4 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.5 Based on the list of installations provided by the bidder, IUCAA will have its option to obtain details of the installations, their performance, after sales services etc. for evaluation of the tender, directly from the concerned organizations
- 1.6 Firms which have already supplied to IUCAA and have not completed required installation/ after sales service/ warranty replacements etc. such firm offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 1.7 Conditional offers will not be considered.
- 1.8 IUCAA will not provide any accommodation/ transportation for the engineers/ representatives for attending installation. It is the absolute responsibility of the supplier to make their own arrangements.
- 1.9 The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.



- 2) **Amendment of bidding documents:** At any time prior to the deadline for submission of bids, IUCAA may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document.
- 3) **Bid validity:**
- 3.1. Bids shall be valid for a period of **180 days** from the date of opening the bid.
  - 3.2. IUCAA may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify their bid.
- 4) **Award criteria:**
- 4.1 IUCAA shall award the contract to the technically eligible lowest bidder.
  - 4.2 If more than one bidder happens to quote the same lowest price, IUCAA reserves the right to award the contract to more than one bidder or any bidder.
- 5) **Purchaser's right to vary quantities at the time of award:** IUCAA reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.
- 6) **Corrupt or Fraudulent Practices:** IUCAA requires that the bidders who wish to bid for this project have highest standards of ethics.
- 6.1. IUCAA will reject a bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
  - 6.2. IUCAA may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract
- 7) **Interpretation of the clauses in the Tender Document/ Contract Document:** In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, Director, IUCAA, Pune's interpretation of the clauses shall be final and binding on all parties.

### **CHAPTER - 3: CONDITIONS OF CONTRACT**

#### **1) Price:**

- i) The price quoted shall be considered firm and no price escalation will be permitted.
- ii) The price criteria should be on F.O.R., IUCAA. Govt. Levies like GST, if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, if any.
- iii) The price quoted for Import item must be on following basis:
  - a) Ex-Work/ factory duly packed airworthy/ seaworthy and of international standard.
  - b) FOB/FCA.
  - c) CIF Mumbai, Airport Port (all-inclusive i.e. Cost of Goods, Packing, Insurance, Inland transportation, freight etc.)
- iv) For local item/ supply, offer should be on FOR basis (i.e. total landed cost for delivery at IUCAA, Pune).

The dimension of the item (viz. H, W, L, weight etc.) shall be specifically stated and also mention whether the mode of shipping the item is Airworthiness / Seaworthiness or both. Accordingly, the mode of shipment will be decided by IUCAA Pune.

#### **2) For Goods manufactured in India:**

- i) The price of the goods must be as per the BOQ.
- ii) The price criteria should be on F.O.R. basis (i.e. total landed cost for delivery at IUCAA, Pune).
- iii) Govt. Levies like GST, if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, if any.
- iv) The price mentioned in BOQ must be inclusive of transportation, insurance, loading and unloading and any other local service required for delivering the goods for the desired destination as decided by IUCAA.
- v) The installation, commissioning and training charges (If any) must be mentioned as per the BOQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.
- vi) IUCAA will not be responsible in case of the bidders failing to include any of the above-mentioned prices in their bid. The price mentioned in the BOQ will be final and the bidder has to comply with that, if awarded the tender.
- vii) UNLOADING OF THE GOODS AT IUCAA IS STRICTLY IN THE SCOPE OF THE BIDDER. NO MANPOWER WILL BE PROVIDED BY IUCAA.**

#### **3) For Goods manufactured abroad:**

- i) The mode of shipment must be clearly mention in the BOQ via Ex-works, FCA, FOB, CIP, DDP etc.
- ii) Courier mode of shipments will not be acceptable. IUCAA will not pay the charges towards clearance goods arriving on courier mode.
- iii) The mode of shipment once mentioned cannot be changed without the consent of IUCAA.
- iv) Any financial implication leading to change of mode of shipment or any deviation from the bid submitted shall be borne by the bidder.

- v) The charges towards insurance and transportation of the goods and agency commission must be clearly mentioned.
  - vi) The installation, commissioning and training charges including any incidental services, if any.
  - vii) The installation, commissioning and training charges (If any) must be mentioned as per the BOQ (if requested separately in BOQ) else the price quoted will be taken as inclusive of installation, commissioning and training.
  - viii) IUCAA will not be responsible in case of the bidders failing to include any of the above-mentioned prices in their bid. The price mentioned in the BOQ will be final and the bidder has to comply with that, if awarded the tender.
- 4) **IUCAA is exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**
- 5) **Bidders may also bid for High Sea sales.** However, entire documentation process will have to be handled by the bidder. Any penalties/ fine/ demurrage levied by the Customs due to delay in paper work will be in the scope of the bidder
- 6) **Services:** Details of services rendered as well as after-sales services offered by you are to be made clear in the tender.
- 7) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
- 8) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/ order.
- 9) Before the deadline for submission of the bid, IUCAA reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/ modification will be hosted on e-Procurement portal (<https://eprocure.gov.in/eprocure/app>) (or) on IUCAA's website.
- 10) **Conditional tenders will be summarily rejected.**
- 11) Bidder strictly adhering to all terms and conditions including warranty may only participate. Any declaration (or) conditional tender will be rejected.
- 12) **Delivery Schedule:**
  - i) The bidders may please note that the delivery of the system should be strictly **from the date of placement of firm order/ after opening of LC.**
  - ii) Goods should not be dispatched until the vendor receives a firm order.
- 13) **Warranty/ Support:**
  - i) The items covered by the schedule of requirement shall carry minimum **01 year of comprehensive warranty** from the date of acceptance of the equipment by IUCAA. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on

immediate basis but in no case any defect should prolong for more than 07 working days. The comprehensive warranty includes onsite warranty with parts.

ii) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, GST duties if any should be borne by the beneficiary. A clear confirmation should be given for this item.

iii) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

iv) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

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

15) **Freight & Insurance:** The equipment's to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IUCAA.

The Goods supplied under the Contract shall be fully insured against loss or damage Incidental to manufacture or acquisition, transportation, storage and delivery.

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". However, in case of orders placed on EX-Works/FOB/FCA basis, the purchaser shall arrange insurance.

16) **Performance Security (PS):** 5% of the purchase/work order value will be kept as Performance Security (PS) and the same will be released, without any interest, to the supplier on completion of the supplier's all contractual obligations including the warranty obligations+60 days. If the vendor submits Performance Bank Guarantee (PBG) from a Nationalized Bank, to cover warranty period + 60 days, PS will be released.

17) **Packing:**

i) The Supplier shall provide 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.

ii) 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 and in any subsequent instructions ordered by the Purchaser.

iii) Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- (a) Item Nomenclature
- (b) Order/Contract No.
- (c) Country of Origin of Goods
- (d) Supplier's Name and Address
- (e) Packing list reference number

18) **Payment:** No advance payments are allowed under any circumstances.

i) **Payment in Indian Rupees:**

a) 100% payment will be made through Letter of Credit against delivery of the product and after successful completion of installation, testing, commissioning and acceptance of the goods and submission of PBG for 5% of the total order value towards performance security which will be valid till warranty period + 60 days from the date of acceptance of goods.

**OR**

b) The payment equivalent to 95% of Purchase Order/ Work Order value will be made through NEFT/ RTGS within 30 days after satisfactory completion (Supply, Installation, Testing and Commissioning etc. as the case may be). The balance 5% will be released after completion of the warranty period + 60 days. If the vendor submits PBG equivalent to 5% of the purchase order value from a nationalized bank to cover warranty period+60 days, 5% will be released.

ii) **Payment in Foreign currencies:**

a) Payment will be made through wire transfer and after receipt of material at IUCAA. For advance payment, maximum 30% of the purchase/ work order value will be released against submission of advance bank guarantee from a commercial bank (in the vendor's country) and which is co-guaranteed by any nationalized bank in India, and balance 65% will be released after receipt and inspection of the material at IUCAA and balance 5% will be released after completion of warranty period + 60 days.

**OR**

b) Irrevocable Letter of Credit (LC) for 100% will be opened in favour of the supplier through Bank of Baroda, Camp Branch, Pune-411001, India. 80% will be released against the presentation of original shipping documents to the bank and balance 20% will be released after submission of PBG, issued by a nationalized bank in India/ from a commercial bank (in the vendor's country) which is co-guaranteed by any nationalized bank in India, for 5% of the purchase order value and completion of the project in all respects, i.e. supply, installation, testing and commissioning as the case may be. If the bidder insists on confirmation of LC, the LC confirmation charges within and outside India will have to be borne by the beneficiary.

**OR**

c) Irrevocable Letter of Credit (LC) for 100% will be opened in favour of the supplier through Bank of Baroda, Camp Branch, Pune-411001, India and the

same will be released against the presentation of original shipping documents to the bank as well as after submission of PBG, issued by a nationalized bank in India/ from a commercial bank (in the vendor's country) which is co-guaranteed by any nationalized bank in India, for 5% of the purchase order value. If the bidder insists on confirmation of LC, the LC confirmation charges within and outside India will have to be borne by the beneficiary.

- iii) In case of AMC, payment will be made quarterly within 30 days after receipt of satisfactory services, completion of each quarter.

19) **Penalty for delayed Services/ Liquidity Damages (LD):** As time is the essence of the contract, delivery period mentioned in the Purchase Order/ Work Order should be strictly adhered to. If the vendor fails to provide material/ services within the agreed terms, there shall be a penalty/ liquidity damages of 0.5% of the purchase order/ work order value for each week or part thereof delay. The total penalty shall not exceed 10% of the purchase/ work order value. Penalty/ liquidity damages will be recovered from the final payment/ invoice.

20) IUCAA reserves the right to cancel the order in case of any delay in delivery. Penalties, if any, will be deducted from the Performance Security (PS).

21) **Comparison of Bids:** The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid.

22) **Public Procurement (Preference to Make in India), Order 2017:**

i. IUCAA is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15<sup>th</sup> June 2017 and its subsequent amendments to the order. Accordingly, preference will be given to the Make in India (MII) products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

ii. As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.

Class I local Supplier – has local content equal to more than 50%.

Class II local Supplier – has local content more than 20% but less than 50%.

Non –Local Supplier – has local content less than or equal to 20%.

c) **Verification of Local Content:** The Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

d) In case of procurement in excess of Rs.10 crores, the suppliers shall be required to provide the certificate from the statutory auditor or cost auditor of the company giving the percentage of local content.

e) **The bidders can be debarred for a period up to two (02) years as per Rule 151(iii) of GFR 2017, in case of false declaration.**

23) **Requirement of registration:** Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020.

a) Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).

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

c) "Bidder from a country which shares a land border with India" for the purpose of this Order means:

1. An entity incorporated, established or registered in such a country; or
2. A subsidiary of an entity incorporated, established or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or
7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

For details about registration procedures please visit the above-mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates as per **Annexure-A** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020.

24) **Jurisdiction:** The disputes, legal matters, court matters, if any, shall be subject to Pune Jurisdiction only.

25) **Force Majeure:**

a) IUCAA may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

b) Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

26) **Fall clause:** The commercial offer shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the currency of the contract.

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

28) **Dispute Settlement:**

a) IUCAA and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

b) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the IUCAA or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

c) The dispute settlement mechanism/ arbitration proceedings shall be concluded as under:

i) In case of Dispute or difference arising between IUCAA and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, IUCAA, Pune, if he/she is unable/ 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.

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

**Administrative Officer (Purchase)**



## **CHAPTER-4**

### **SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS**

<b>Item</b>	<b>Specifications</b>	<b>Qty</b>
NKT Adjustik HP E15 2W PM FM 1550.12nm with standard accessories (cables, adapters, connectors, power cords as per Indian standards)	Wavelength – 1550.12 nm (to 2 s.f. or better with reference to vacuum) Mode of operation – Continuous wave (CW) Output power – 2W (with output power tunability 10 -100%) Output polarization – PM (with PER >23dB) Beam quality – $M^2 < 1.05$ Linewidth <0.1 kHz (Lorentzian) Thermal tuning – Minimum range +/-350pm and total range not less than 1000pm Fast wavelength modulation – Minimum 20kHz and total range not less than 8GHz Phase noise levels $\leq -90\text{dB}$ at 10Hz, $\leq -110\text{dB}$ at 100Hz, $\leq -130\text{dB}$ at 20kHz Relative Intensity Noise (RIN) peak $\geq 0.7$ MHz RIN levels $\leq -100\text{dBc}$ at peak and $\leq -135\text{dBc}$ at 10MHz	1
<b><u>Other terms and conditions:</u></b> 1) All hardware should be compatible for Power Input: 230 V AC, 50 Hz (Indian standard) 2) Installation & commissioning at end-user site for acceptance testing should be provided. 3) Comprehensive technical support and training for user in operation & programming APIs 4) User manuals, technical specifications, calibration certificates must be provided. 5) All relevant software licenses and updates must be included. 6) OEM authorization certificate must be submitted. 7) On-site installation.		

#### **NOTE:**

- Bidders should give point-by-point compliance w.r.t. the tender specifications. Bidders should provide technical literature, calibration certificates, compliance certificates and brochure of the offered model and mention the same in the compliance table. Bids without technical literature will be summarily rejected.
- Point by point compliance of the bid in a tabular format w.r.t specifications along with reference to the pages in the technical literature submitted by the bidder is to be clearly mentioned and submitted.
- If the technical committee wishes to examine the instrument specification, the vendors may also be called for the demonstration of the instrument for the various parameters.

## CHAPTER-5 PRICE SCHEDULE

**THE BILL OF MATERIALS MUST BE INCLUDED IN THE TECHNICAL OFFER AS WELL AS COMMERCIAL OFFER. HOWEVER, THE TECHNICAL OFFER SHOULD NOT CONTAIN ANY PRICE INFORMATION**

### **PRICE SCHEDULE FOR GOODS - INR**

Name of the bidder \_\_\_\_\_

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

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description	Country of Origin	Qty	Unit	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid)	Total price	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to IUCAA	Installation, Commissioning & training charges, If any.	Gross Total (FOR)
						Ex-Works. Warehouse, show room off the shelf price (inclusive of tax already paid) [4 x 6]					
1											
2											

Total bid price in \_\_\_\_\_ in words.

**Signature of Bidder:**

**Name:**

**NOTE:**

The cost of optional items shall be indicated separately.

The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.

(a) Cost of spares \_\_\_\_\_

(b) Warranty if being charged include in BoQ.

**PRICE SCHEDULE FOR GOODS - FOREIGN CURRENCY**

Name of the bidder \_\_\_\_\_

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

1	2	3	4	5	6		7		8		9
Sl. No.	Item Description	HSN Code	Qty	Unit	Unit Price		Total price		Charges for Insurance & transportation to port/ place of destination		Total Price
					Ex-works	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIP/ CIF
1											
2											

Total Bid price in foreign Currency \_\_\_\_\_ in words

Signature of Bidder:

Name:

Business Address:

**Note:** The Bidder may add rows as per requirement to include the prices of all Components/Parts, Warranties, Installation etc. whichever applicable.

(a) Indian agents name & address \_\_\_\_\_

(b) Installation, commissioning & training charges, if any \_\_\_\_\_

(c) Cost of Spares \_\_\_\_\_

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents.

(e) The cost of optional items shall be indicated separately.

**CERTIFICATE  
ON COMPANY LETTERHEAD**

**CERTIFICATE BY BIDDER- DPIIT REGISTRATION**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, 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.

Signature with Date and Stamp  
Of the Bidder

**PREVIOUS SUPPLY ORDERS FORMAT**

Name of the Firm \_\_\_\_\_

Order placed by {Full address of Purchaser}	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily?	Contact Person along with Telephone no., Fax no. and e- mail address.

**NOTE: Purchase orders (preferably from the Govt. organizations) for whom similar supply has been made by the bidder in last three years.**

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

Place:

Date:

**MANUFACTURER’S AUTHORIZATION FORM**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that re binding on the Manufacturer]

Date: [Insert date (as Day, month and year) of Bid submission]

Tender No.: [Insert number from Invitation for Bids]

To: [Insert complete name and address of Purchaser]

**WHEREAS**

We [insert completer name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

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

**BIDDER INFORMATION FORM**

Company Name : \_\_\_\_\_  
 Registration Number : \_\_\_\_\_  
 Registered Address : \_\_\_\_\_  
 \_\_\_\_\_

Name of Partners /Director : \_\_\_\_\_  
 \_\_\_\_\_

City : \_\_\_\_\_  
 Postal Code : \_\_\_\_\_  
 Company's Establishment Year : \_\_\_\_\_  
 Company's Nature of Business : \_\_\_\_\_

Company's Legal Status (tick on appropriate option )

- 1) Limited Company
- 2) Undertaking
- 3) Joint Venture
- 4) Partnership
- 5) Others

Company Category

- 1) Micro Unit as per MSME
- 2) Small Unit as per MSME
- 3) Medium Unit as per MSME
- 4) Ancillary Unit
- 5) SSI
- 6) Others

**CONTACT DETAILS**

Contact Name: \_\_\_\_\_  
 Email Id : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Phone No : ( \_\_\_\_\_ ) \_\_\_\_\_

Mobile No : \_\_\_\_\_

**BANK DETAILS**

Name of Beneficiary : \_\_\_\_\_  
 A/c. No. CC/CD/SB/OD : \_\_\_\_\_  
 Name of Bank : \_\_\_\_\_  
 IFSC NO. (Bank) : \_\_\_\_\_

**Enclose scan copy of cancelled Cheque.**

Branch Address and Branch Code: \_\_\_\_\_  
 \_\_\_\_\_

**Other Details**

Vendor's PAN No. \_\_\_\_\_

Vendor's GST No: \_\_\_\_\_

**CERTIFICATE  
(to be provided on letter head of the firm)**

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

**Date:**

**Authorized Signatory**

**Name:**

**Place:**

**Designation:**

**Contact No.:**



**DECLARATION OF LOCAL CONTENT**  
**AND AVAILABILITY/COMPLIANCE OF EQUIPMENT**

(To be given on company's letter head - For equipment value below Rs.10 crores)  
 (To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for equipment value  
 above Rs.10 crores)

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

To,  
 The Director  
 IUCAA Pune  
 Post Bag-4, Ganeshkhind  
 SP Pune University Campus, Pune-411007.

Sub: Declaration of Local content and availability/compliance of equipment

Item No.	Name of equipment	Currency (must be INR)	Local content %	Country of Origin	Comply/ capable to provide (YES/NO)
1					
2					
3					
4					

*“Local Content”* means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*“\*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)**

**BID SECURITY FORM**

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 ..... (Name of bank) of ..... (Name of country), having our registered office at ..... (Address of bank) (Hereinafter called the “Bank”), are bound unto ... (Name of purchaser) (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 THESE OBLIGATIONS 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.
- 3) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
- 4) 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 having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee shall remain in force up to and including forty five (45) days after the period of the bid 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 & Address of the Bank and address of the branch

## **CHECKLIST FOR BIDDERS**

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

<b>Envelope-1 [Packet-1: Technical-Bid]</b> (Following documents to be provided as single PDF file)				
<b>Sl. No.</b>	<b>Content</b>	<b>File Types</b>	<b>Document Attached</b>	<b>Please Fill page no's for respective document</b>
1	Certificate By Bidder- DPIIT Registration as per <b>Annexure-'A'</b>	.PDF	( Yes /No )	
2	Previous Supply Order Format as per <b>Annexure-'B'</b>	.PDF	( Yes /No )	
3	Manufacturer's Authorization Form as per <b>Annexure-'C'</b>	.PDF	( Yes /No )	
4	Bidder Information form as per <b>Annexure-'D'</b>	.PDF	( Yes /No )	
5	Blacklist certificate as per <b>Annexure-'E'</b>	.PDF	( Yes /No )	
6	Self-Declaration by the bidder as per <b>Annexure -'F'</b> that the items offered meet the local/ Non local content requirement in pursuance of Public Procurement Preference to Make in India, Order 2017 (Please specify)	.PDF	<b>Class-I</b> <b>Class-II</b> <b>Non-Local</b>	
7	Bid Security Form as per <b>Annexure-'G'</b>	.PDF	( Yes /No )	
8	List of deliverables as per <b>Chapter-4</b>	.PDF	( Yes /No )	
9	Undertaking that the successful BIDDER agrees to give a 5% Performance Security (PS)/ Performance Bank Guarantee (PBG)	.PDF	( Yes /No )	
10	Self-Attested copy of GST Number (as applicable)	.PDF	( Yes /No )	
11	Tender Terms & Conditions acceptance signed with official seal is attached	.PDF	( Yes /No )	
<b>Envelope-1 [Packet-2: Detailed Breakup of price bid with bill of material]</b>				
1	Price bid should be submitted in PDF Format along with bill of material	.PDF	( Yes/No )	
<b>Envelope-1 [Packet-3: BOQ]</b>				
1	Price bid should be submitted in excel format as per BOQ	.Excel	( Yes/No )	

<b>IMPORTANT NOTICE</b>
TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER.CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. IUCAA WILL PROCESS THE TENDER AS PER IUCAA STANDARD PROCEDURES. THE DIRECTOR, IUCAA RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. IUCAA WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHO'S BIDS ARE REJECTED.

**I agree to all terms and conditions mentioned in the tender document of IUCAA.**

**Signature of the Tenderer**