

ENQUIRY

[illegible]

TERMS AND CONDITIONS FOR ENQUIRY.

1. Quotation should be SEALED and mention the ENQUIRY NO: DATE and DUE DATE on the envelope.
2. The quotations will be accepted only up to 5.00 p.m. The quotations will be opened in the presence of the representatives, if any, of the quoting firm at 3.30 p.m. on the next working day of the due date.
3. Your offer should be valid for a period of 60 days from the date of opening of the quotations/tenders
4. Break up of individuals cost of items should be provided.
5. Your rate should include packaging and forwarding charges. In case of quotation F.O.R. destination Insurance should also be covered. The good should be insured in your favor against theft, loss, damage or breakage during transit.
6. We are prepared to consider the offer for the material, either from indigenous manufacturer or of foreign manufacturer or available from ready stock. Any offer to supply on forward Delivery Basis under supplier's own import quota license will also be considered.
7. **Delivery Period / Timeliness**
The deliveries & installation must be completed **within 30 days**, after placement of purchase order / 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 IISER, PUNE's plans of completing the project within the time frame.
8. **Security Deposit:**
 - 8.1 Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 3% of the purchase order value in the form of Demand Draft/Bank Guarantee (**from scheduled Bank only**) favoring the Director, Indian Institute of Science Education and Research, Pune.
 - 8.2 The IISER will forfeit the 3% security deposit if vendor fails to execute the order as per the Purchase Order. This Security Deposit will be refunded to the vendor only on successful completion of order.
 - 8.3 The Security Deposit should be valid for a period of contract as we plan to extend the same as Performance Bank Guarantee.
9. **Penalty for delayed Services / LD**
 - 9.1 As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the IISER will forfeit SD and also LD clause will be applicable /enforced.
 - 9.2 If the supplier fails to Supply, install as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
 - 9.3 IISER, PUNE reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit
10. The Quotation should have the following (In case the quote is in foreign currency):
 - **FOB Airport price including packing forwarding and inland freight charges**
 - **CIF Mumbai price by Airfreight.**

- Name & address of the Indian agents and their contact details.
 - Amount of agency commission payable to Indian agent in Indian currency after receipt of consignments in good condition at our stores and in case of equipment, after satisfactory installation & commissioning. Indian Foreign Exchange and Regulations act requires that commission to Indian agency, discount etc. if any indicated separately.
 - Indicate names of reputed Indian organizations where you have supplied similar equipment and may attach satisfactory performance report of equipment from users.
 - Prices eventually or finally paid in case you have supplied similar or identical equipment to other IISER institutes in the preceding 3 years
 - All Bank charges outside India shall be borne by the beneficiary
 - Details of services to be rendered by you.
 - Delivery period
 - Details Terms including warranty period.
11. **We do not accept advance payment terms or payment against documents. See below details of accepted payment terms.**

Modes of Payment

Payment will be made directly to the suppliers by RTGS/NEFT after receipt of the goods, tested /inspected and found satisfactory with regard to quality, quantity, and specifications ordered for and after satisfying that the terms and conditions of supply have been fulfilled.

- i) Payment will be made directly to the suppliers by wire transfer for 100% of the Invoice value after receipt of the goods in our Stores, tested /inspected and found satisfactory with regard to quality, quantity, and specifications ordered for and after satisfying that the terms and conditions of supply have been fulfilled.

OR

- ii) By Irrevocable Letter of Credit for 100% of the Invoice value. However, 90% of the Invoice value will be paid on presentation of original shipping documents to our bankers and balance 10% will be paid after receipt of material and acceptance of the goods at IISER Pune.

12. **WARRANTY**

The items covered by the schedule of requirement shall carry minimum **One Year on the equipment/item comprehensive warranty** after installation from the date of acceptance of the equipment by IISER, PUNE. 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 24 hours. The comprehensive warranty includes onsite warranty with parts.

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, custom duty & Clearance octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.

13. Please provide a compliance table with your quotation in the following format:

Item	Specification asked	Specification Quoted for	Departure and remarks

Please provide sufficient technical details with your quotation (in the form of brochures, spec sheets or tech notes) such that every point should be independently verifiable. Marking the details on the accompanying material will be greatly appreciated.

14. This Institute 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 15th June 2017 and 4th June, 2020 and subsequent amendments to the order. Accordingly, preference will be given to the Make in India 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.

15. **Certificate by Bidder- DPIIT Registration should be submit along with quote as Per Annexure-A**
16. **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.
17. Purchase orders (preferably from the Govt. organizations) for whom similar supply has been made by the bidder in last three years else, your bid shall not be evaluated further.
18. The quotations are liable to be rejected if any of the above condition is not complied.
19. Printed condition of the tenders/quotations shall not be binding on us.
20. The acceptance of the quotation will rest with the Director, Indian Institute of Science Education and research (IISER) Pune who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reason.

**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 country, has been registered with the Competent Authority (copy of the Registration Certificate enclosed). I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp
Of the Bidder