



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

निविदा संख्या पर प्रीबिड स्पष्टीकरण - IISER/PUR/2551-2554/22
PREBID CLARIFICATION ON TENDER NUMBER - IISER/PUR/2551-2554/22

वस्तु विवरण- परम ब्रह्म सुविधा का व्यापक वार्षिक रखरखाव अनुबंध (सीएएमसी)।

Item description- Comprehensive Annual maintenance contract (CAMC) of PARAM BRAHMA Facility

परम ब्रह्म सुविधा के व्यापक वार्षिक रखरखाव अनुबंध (CAMC) के लिए 15/02/2023 को संस्थान की वेबसाइट www.iiserpune.ac.in और GeM पोर्टल पर प्रकाशित एक घरेलू खुली निविदा देखें।

Refer a domestic open tender published on Institute website www.iiserpune.ac.in and on GeM Portal on 15/02/2023 for Comprehensive Annual Maintenance Contract (CAMC) of PARAM Brahma facility

प्री-बिड मीटिंग 21/02/2023 को शाम 4.00 बजे आयोजित की गई और बैठक का कार्यवृत्त इस प्रकार है:

Pre-Bid meeting was held on 21/02/2023 at 4.00 PM and minutes of meeting is as under:

प्रारंभ में, समिति ने सभी सदस्यों और संभावित बोलीदाताओं के प्रतिनिधियों का स्वागत किया और सामान्य तौर पर निविदा के दायरे की जानकारी दी और उसके बाद सहायक कुलसचिव (भं एवं क्र) से बोली लगाने वालों को निविदा की मुख्य विशेषताओं के बारे में जानकारी देने का अनुरोध किया।

At the outset, the committee welcomed all the Members and the representative of the Prospective Bidders and briefed in general on the scope of the tender and after that requested Assistant Registrar (S&P) to brief the bidders on the salient features of the tender.

उपस्थित प्रतिनिधि दिए गए उत्तरों से संतुष्ट थे और यह सूचित किया गया था कि प्री-बिड कॉन्फ्रेंस के दौरान की गई चर्चा के अनुसार दिए गए सुधार / परिवर्धन / स्पष्टीकरण को IISER पुणे की वेबसाइट पर होस्ट किया जाएगा और सभी संभावित बोलीदाताओं को बोली दस्तावेजों में निर्धारित अनुसार अपनी बोली जमा करने से पहले प्री-बिड सम्मेलन की कार्यवाही का संज्ञान लेना आवश्यक है।

The representatives present were satisfied with the replies given, and it was informed that the corrections/additions / clarifications given, as discussed during the Pre-Bid Conference would be hosted on the website of IISER Pune, and all the Prospective Bidders are required to take cognizance of the proceedings of the Pre-Bid Conference before submitting their bids as stipulated in the Bidding Documents.

हमारी आईआईएसईआर वेबसाइट www.iiserpune.ac.in पर जारी नोटिस के अन्य नियम और शर्तें अपरिवर्तित रहेंगी। इस संबंध में और कोई पत्राचार नहीं किया जाएगा

The other terms & conditions of the notice issued on our IISER website www.iiserpune.ac.in will remain unchanged. No more correspondence in this regard will be entertained

बैठक अध्यक्ष के धन्यवाद प्रस्ताव के साथ समाप्त हुई।

The meeting ended with vote of thanks to the Chair

21/02/2023

21/02/2023

Sd/-

सहायक कुलसचिव (भंडारण एवं क्रय)

Assistant Registrar (S&P)

TECHNICAL AND COMMERCIAL QUERIES AND CLARIFICATION

PRE-BID CONFERENCE FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF PARAM BRAHMA FACILITY

S. No	Query/Clarification Sought	Clarification / Amendment
1	Can we submit EMD and PBG in form of Bank Guarantee?	Yes, please refer format appended as Annexure 'A' for EMD. The PBG format will be generated by the GeM on award of the contract.
2	Please provide BOQ template	Item wise rate should be quoted strictly as per the scope of work
3	Request to make payment term monthly in arrear with 30 days payment term	Tender terms & conditions prevail.
4	Requesting to change the validity from 5 years to 3 years as the term of this RFP is for three years only.	The validity of the Integrity Pact should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT)/pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of services. Hence the tender terms prevail.
5	<u>General Terms and Conditions on GeM</u> <u>Page No.24-26 Clause No:8</u> Requesting to make offer Price on GeM to be made exclusive of including all taxes, duties, local levies / transportation / loading-unloading charges etc. As they keep on changing.	<u>General Terms and Conditions on GeM</u> <u>Page No.24-26 Clause No:8</u> No change in GeM General terms and conditions. Tender terms prevail. However, any future change in the rate of GST will be considered as per the government norms.
6	<u>General Terms and Conditions on GeM</u> <u>Page No.29-30 Clause No:15</u> Liquidated Damages If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless Request to delete the said clause.	<u>General Terms and Conditions on GeM</u> <u>Page No.29-30 Clause No:15</u> Liquidated Damages No change in GeM General terms and conditions. Tender terms prevail.
7	<u>General Terms and Conditions on GeM</u> <u>Page No.30-31 Clause No:iv.</u> Requesting following changes in Force Majeure Conditions	<u>General Terms and Conditions on GeM</u> <u>Page No.30-31 Clause No:iv.</u> No change in GeM General terms and conditions. Tender terms prevail.

	“ provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain”.	
8	<u>General Terms and Conditions on GeM</u> <u>Page No.34 Clause No:18</u> Requesting changes in Limitation of Liability	<u>General Terms and Conditions on GeM</u> <u>Page No.34 Clause No:18</u> No change in GeM General terms and conditions. Tender terms prevail.
9	<u>General Terms and Conditions on GeM</u> <u>Page No.34 Clause No:19</u> Requesting changes in Termination for Default	<u>General Terms and Conditions on GeM</u> <u>Page No.34 Clause No:19</u> No change in GeM General terms and conditions. Tender terms prevail.
9	<u>General Terms and Conditions on GeM</u> <u>Page No.38 Clause No:23.1</u> Requesting to modify the clause to allow Assignment to Supplier's Group Companies without any approval/consent.	<u>General Terms and Conditions on GeM</u> <u>Page No.38 Clause No:23.1</u> No change in GeM General terms and conditions. Tender terms prevail.
10	<u>General Terms and Conditions on GeM</u> <u>Page No.39 Clause No:23.2</u> Requesting changes in Limitation of Liability Indemnification	<u>General Terms and Conditions on GeM</u> <u>Page No.39 Clause No:23.2</u> No change in GeM General terms and conditions. Tender terms prevail.
11	<u>General Terms and Conditions on GeM</u> <u>Page No.45 Clause No:27</u> Requesting changes in Caution Money Deposit	<u>General Terms and Conditions on GeM</u> <u>Page No.45 Clause No:27</u> The caution money deposit is a standard clause of GeM. Hence no change in GeM General terms and conditions. Tender terms prevail.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace (GeM).

BID SECURITY FORM SUBMISSION OF EMD

Whereas (Hereinafter called "the tenderer") has submitted their offer datedfor 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 180 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