

NOTICE INVITING TENDER (E-Procurement mode)
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
 An Autonomous Institution, Ministry of Education, Govt. of India
Dr. Homi Bhabha Road, Pashan Pune – 411008.
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 Website: www.iiserpune.ac.in

Open Tender Ref. No: IISER/PUR/1162/23

Date: 09/10/2023

Indian Institute of Science Education and Research, Pune invites online bids (e-tender) in two bids systems, from OEM/Authorized distributors/Authorized dealer for the following.

Brief Details of Tender:

Item Description	Estimate Cost of Tender (Rs).	EMD (Rs)	Tender Fee (inclusive GST @ 18%) (Rs.)
Refilling of Gas Cylinder	50,00,000/-	1,00,000/-	1,180/-

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%

Note: Non-Local supplier need not apply

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserpune.ac.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.

Critical Dates of Tender

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	09/10/2023	18.00Hrs
2	Pre-Bid Meeting	16/10/2023	15.00Hrs
3	Bid Submission Start Date	23/10/2023	18.00Hrs
4	Bid Submission Close Date	30/10/2023	15.00Hrs
5	Closing date & time for Submission of original Tender Fee/EMD	30/10/2023	15.00Hrs
6	Opening of Technical Bids	01/11/2023	14.00Hrs

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

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.

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Instructions for Online Bid Submission:

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserpune.ac.in. 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.

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:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal 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 II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / 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 DSCs 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 / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

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 / e-mail 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
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" 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.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she 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. Financial Bids can be submitted in PDF format (As per Chapter 5).

The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
4. 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.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids, 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.

7. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- i. 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.
- ii. 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**.

CHAPTER 1
INVITATION FOR Tender Offers

**Indian Institute of Science Education and Research (IISER), Pune invites e-Tender
for Refilling of Gas Cylinder**

1. The BIDDERS are requested to give detailed tender in two Bids i.e.

a. Part - I: Technical Bid.

b. Part - II: Commercial Bid.

2. A Pre-bid conference will be held via video conferencing from IISER Pune, Purchase Section, Dr. Homi Bhaba Road, Pashan, Pune – 411008 on 16-10-2023 from 3:00 PM to 4:00 PM (IST). All prospective bidders are requested to kindly submit their queries and request for video conferencing credentials on email ID purchase@iiserpune.ac.in latest by 14-10-2023 2:00 PM. During the Pre-bid meeting the answers/clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.

3. **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.**

TIME SCHEDULE

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3	Bid Submission Start Date	23/10/2023	18.00Hrs
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6	Opening of Technical Bids	01/11/2023	14.00Hrs

Supply means: "Supply,.

3. AVAILABILITY OF TENDER:

The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and be submitted only through the same website.

Technical Bid:

1. The online envelope clearly marked as "**Technical Bid - Envelope No. 1**" shall contain the all scanned copies of originals documents in PDF Format.

- a) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**.
- b) Compliance statement of specifications as per **Annexure- ‘B’**.
- c) Manufacturer authorization as per **Annexure –‘D’**.
- d) Previous Supply Order List Format as per **Annexure –‘E’**.
- e) Bidder Information Form as per **Annexure –‘F’**.
- f) Blacklist Certificate as per **Annexure –‘G’**.

- g) Certificate By Bidder- Dpiit Registration As Per **Annexure-I**
- h) Self-declaration by the bidder as per **Annexure –‘J’** that the items offered meet the local/non local content requirement in pursuance of Public Procurement Preference to make in india, order 2017
- i) Bid Security Declaration as per **Annexure –‘K’**
- j) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
- k) Copy of GST/ PAN No. and TIN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of NISC/MSME registration wherever it is applicable should also be provided in Technical Bid.
- l) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- m) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 3% of the purchase order value by way of Demand Draft in favor of The Director, IISER Pune.
- n) Details of supplies of similar items.
- o) Scanned copy of Tender Fee and it is required to submit the same in original in a sealed envelope at the following address

Assistant Registrar (Stores & Purchase)

Indian Institute of Science Education and Research (IISER), Pune

Dr. Homi Bhabha Road, Pashan, Pune– 411008.

Tel: +91-020-25898017; Email: purchase@iiserpune.ac.in

Website: www.iiserpune.ac.in

TENDER FEE DETAILS

- a) **Tender Fee of Rs. 1,180/- (One thousand One Hundred Eighty only)** in the form of Demand Draft from Nationalized/scheduled bank in favor of The Director, IISER Pune. 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 FEE.
- b) **EMD of Rs.1,00,000/- (Rupees-One Lakh Only)** in the form of Bank guarantee (As per format enclosed as ANNEXURE- ‘C’) or Demand Draft of a scheduled bank in the name of Director, IISER, Pune valid for 180 days from the date of opening of the tender.

Tender fee and amount can be deposited in IISER PUNE Bank account through net banking as mentioned below.

Name-Indian Institute of Science Education and Research Pune.

Bank-State Bank of India

Branch-NCL Campus Branch, PUNE 411008

Current A/c No. 30042605732

IFSC-SBIN0003552

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.

- 1) Khadi and Village Industries Commission (KVIC)
 - 2) National Small Industries Corporation (NSIC)
 - 3) Any other body specified by Ministry of MSME/GOI. To avail exemption it is mandatory to upload valid certificate.
- c) 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 EMD will be returned to the BIDDERS(s) whose offer is not accepted by IISER, 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.
 - ii. 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.
 - iii. The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit.

4. The technical offer **should not contain any price information.**

5. Specifications:

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

6. Compliance Statements:

- a) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE–‘B’. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.
- b) Similarly, the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure –‘A’, along with quotation (with techno- commercial bid in case of two bid tender system).
- c) The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

Envelope 2 : “Commercial Bid” shall contain:

- i. Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.
- ii. The BIDDERS are requested to quote for Educational Institutional Price for Item and software, since we are eligible for the same.
- iii. The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- iv. List of deliverables / Bill of materials and services.
- v. In case of foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.

Note:

- (i) No request for extension of due date will be considered under any circumstances.
- (ii) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals'/their authorized agents

7. IISER Pune may issue corrigendum to tender documents before due date of Submission of bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IISER Pune. The bidder is not supposed to incorporate the amendment in the body of the tender document

8. BID OPENING

- a) Technical Bids will be opened on 01-11-2023 at 14:00 Hrs.
- b) Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced later.
- c) Bids would be summarily rejected, if tender is submitted other than through online or **tender fee are not submitted within stipulated date / time**. IISER Pune shall not be responsible for any postal delay, Tender Fee before Tender closing date.

9. Terms of the Technical Committee

- (i) On the due date the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Director, IISER, Pune. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.
- (ii) The technical evaluation will be an assessment of the Technical Bid. IISER, Pune representatives will proceed through a detailed evaluation of the Technical Bids as defined in **Chapter IV (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, IISER, Pune will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.
- (iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune and this criteria/recommendation will also form as a part of short-listing of the firms.
- (iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IISER, Pune or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.
- (v) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.
- (vi) After the technical evaluation is completed and approved, IISER, Pune shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection on e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
- (vii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.
- (viii) The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users views with reference to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
- (ix) In the event of seeking any clarification from various BIDDERS by IISER, Pune, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if

a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

10. Bid Evaluation:

Based on results of the Technical evaluation IISER, Pune evaluates the Commercial Bid of those Bidders who qualify in the Technical evaluation.

- a) IISER Pune 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.

11. The Director, IISER, PUNE reserves the right to accept the offer/tender in full or in parts or reject summarily or partly.

CHAPTER-2: INSTRUCTIONS TO BIDDERS

1. PREPARATION AND SUBMISSION OF OFFERS:

a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/Indian Agent. In case of bid by authorized dealer/distributor/Indian Agent, the manufacturer authorization should be attached with the technical bid as per **Annexure-‘D’**.

One Indian Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian Agent is representing another manufacturer for the same item.

b) In case a bidder is 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.

c) 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.

d) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.

e) Before the deadline for submission of the bid, IISER PUNE 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 IISER PUNE website.

f) Conditional tenders will be summarily rejected.

2. Delivery Period / Timeliness:

Pickup & delivery of cylinders shall be made every Wednesday, from the respective locations within IISER Pune campus.

Delivery of the cylinders shall be made either at 11.00 am or at 2.30 pm.

3. Security Deposit:

3.1 Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% 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.

3.2 The IISER will forfeit the 10% 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 contract.

3.3 **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**

4. **Amalgamation/Acquisition etc.:**

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

5. **Bid Validity Period:**

- 5.1. The prices must be valid at least for a period of **180 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later
- 5.2 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

6. AWARD OF CONTRACT:

Award Criteria

- 6.1 IISER, PUNE shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- 6.2 If more than one BIDDER happens to quote the same lowest price, IISER, PUNE reserves the right to award the contract to more than one BIDDER or any BIDDER.

7. **IISER Pune Right to vary Quantities at the time of Award:**

- 7.1. The IISER Pune reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the IISER Pune, the quantities in the contract may be enhanced by 25% within the delivery period.
- 7.2. Firms which have already supplied similar item to IISER, PUNE and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.

8. **Cargo Consolidation and Customs Clearance:**

IISER, PUNE has appointed its own Freight Forwarder and Custom House Agent for all IISER, imports. Please note that all the consignments have to be routed through their associates only. The address and contact details will be provided at the time of placing the Purchase Order. While submitting your bid, you may confirm this condition.

9. **Fraud and Corruption:**

The IISER Pune 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, 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 IISER Pune will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in questio

10. **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, IISER, PUNE’s interpretation of the clauses shall be final and binding on all parties.**

CHAPTER - 3 : CONDITIONS OF CONTRACT

1. Prices:

Bid prices should be filled in the appropriate format as mentioned in Price Schedule.

For Goods manufactured in India Bidders Quoting in Indian Rupees (INR)

(i) The price of the goods must be as per the BoQ.

(ii) The rate of GST applicable to IISER Pune is 5% for the items procured for Research purpose as per Notification No. 45/2017-Central Tax (Rate) New Delhi, 14th November, 2017 and Notification No. 47/2017-Integrated Tax (Rate) New Delhi, 14th November, 2017

(iii) 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 IISER Pune. Loading and unloading is strictly in vendor scope. IISER Pune will not provide any manpower support towards the same.

(iv) 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.

(v) The institute 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.

(vi) Unloading of the goods at IISER Pune is strictly in the scope of the bidder, no manpower will be provided by IISER Pune.

A. We are 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.

2. Bank Charges:

All Bank charges inside India, including opening of LC, to IISER, PUNE Account and outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account. This may please be noted and confirmed.

3. Agency Commission & Services:

3.1. The Agency commission payable in Indian currency only after the receipt of consignment in good condition at our Stores and satisfactory installation and commissioning of the ordered item.

3.2. Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.

4. Performance Bank Guarantee:

The 10% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a contract period.

5. **Performance Benchmarks:**

The technical evaluation committee needs to be provided with an evaluation system to carry out performance benchmarks.

6. **INSPECTION:**

6.1 The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.

6.2 In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the IISER. Or CIF basis till satisfactory installation of the system.

6.3 The supplier **should arrange for physical inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/instit. to ascertain the date of arrival of consignment.

7. **Training:**

Wherever needed, Our Scientist/Technical persons should be trained by the supplier at the project site free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

8. **Reasonability of Prices:**

8.1 Please quote best minimum prices applicable for a premiere Educational and Research Institution,

8.2 The party must give details of identical or similar item, if any, supplied to any IITS/IISERS/ CSIR lab/Education Research Institute during last three years along with the final price paid and Performance certificate from them.

9. **Indemnity:**

The vendor shall indemnify, protect and save IISER, PUNE 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 items supplied by him.

10. **Freight & Insurance:**

10.1. Imports: In case of imports the freight & insurance will be paid by IISER, PUNE, as the consignments are shipped through the IISER, PUNE nominated freight forwarder (applicable only cases of FCA/FOB shipments).

10.2. Indigenous : The items 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 IISER, PUNE site in case of Rupee transaction.

11. **Payment:** - **No advance payments are allowed under any circumstances.**

INDIGENIOUS

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.

12. **Penalty for delayed Services / LD:**

12.1. 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.

12.2. If the supplier fails to Supply, Install and Commission the system 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 3% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

12.3. 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.

13. **Jurisdiction:**

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

14. **Comparison of Bids**

The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid.

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

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.

a) IISER Pune shall compare all substantially responsive bids to determine the lowest evaluated bid. 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 its subsequent amendments. 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.

b) 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.

- i) Class I local Supplier – has local content equal to more than 50%
- ii) Class II local Supplier – has local content more than 20% but less than 50%
- iii) 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.

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.

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

16. Requirement of registration: Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

i. 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).

ii. "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.

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

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) 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-'I' for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

17. Vendor's plant should be located in Pune/PCMC area.

18. **Force Majeure:**

The Supplier shall not be liable for forfeiture of its performance bank guarantee, 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 IISER Pune 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 IISER Pune in writing of such conditions and the cause thereof. Unless otherwise directed by the IISER Pune 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.

19. **Dispute Settlement:**

IISER Pune 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.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the IISER Pune 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.

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

- (a) In case of Dispute or difference arising between the IISER Pune 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 IISER Pune, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by his 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 Purchase 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.

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

Assistant Registrar (S&P)

CHAPTER 4
SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

Sr.No.	Description of the Item	Quantity
1	CO ₂	9060 KG
2	Nitrogen(UHP Grade)	3521 Qubic Meter
3	Oxygen Medical Grade	49 Qubic Meter
4	Mixture CO ₂ 5.27%,O ₂ Balance	42 Qubic Meter
5	Mixture CO ₂ 4.95%,Air Balance	28 Qubic Meter
6	Mixture CO ₂ 0.5% ,O ₂ 20.47%,N ₂ Balance	28 Qubic Meter
7	Hydrogen((UHP grade)	140 Qubic Meter
8	Helium(99.999%)	680 Qubic Meter
9	Zero Air(UHP Grade)	434 Qubic Meter
10	Oxygen(UHP Grade)	441 Qubic Meter
11	Argon(UHP grade)	6020 Qubic Meter
12	Helium(99.995%)	35 Qubic Meter
13	Ar 95%+H ₂ 5%	175 Qubic Meter
14	Ar 90%+H ₂ 10%	385 Qubic Meter
15	N ₂ 95%+H ₂ 5%	210 Qubic Meter
16	N ₂ 90%+H ₂ 10%	35 Qubic Meter
17	Acetylene C ₂ H ₂ (DA) 98%	12 Qubic Meter
18	Mixture CO ₂ 5%, O ₂ balance (UHP Spectra Grade)	168 Qubic Meter
19	N ₂ Commercial Grade	700 Qubic Meter
20	P-10 (90% argon & 10% methane)	14 Qubic Meter

Note:

- Vendor's plant should be located in Pune/PCMC area.**
- Pickup & delivery of cylinders shall be made every Wednesday, from the respective locations within IISER Pune campus. Delivery of the cylinders shall be made either at 11.00 am or at 2.30 pm.
- The supply schedule shall be strictly followed. Any postponement/ rescheduling of supply from the vendor side citing any reasons, e.g., vehicle breakdown, driver/vehicle not available, etc., will result in the penalty clause to be applicable.
- Agency should provide 150 Nos rent free cylinders and rent free period is of six months Rent free period will start from
- Agency should provide department wise bill for rent free cylinders.

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
Sl. No	Item Description	Qty	Unit	BASIC RATE In Figures To be entered by the Bidder in Rs. P`	GST Rate	GST Amount	Freight Charges (Unloading & Stacking)	TOTAL AMOUNT Without Taxes in	Gross Total (FOR)
1									

Total Bid price in _____ in words.

Signature of Bidder :

Name :

Note:

The cost of optional items shall be indicated separately.

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications/ part / Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

PREVIOUS SUPPLY ORDERS FORMAT.

Name of the Firm _____

Order placed by {Full address of Purchaser}	Order No. and Date	Description and quantity of ordered item	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 item 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:

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: _____x

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.:

**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

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

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

Date: _____

To,
The Director
Indian Institute of Science Education and Research Pune
Dr.Homi Bhabha Road, Pashan
Pune-411008

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

Item No.	Name of item	Only mention 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 DECLARATION
(On company letter head)

To,
The Director
Indian Institute of Science Education and Research Pune.
Dr. Homi Bhabha Road, Pashan,
Pune-411008

Subject : Bid Security Declaration

It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that IISER, Pune is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further IISER, Pune is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

I/We are accepting that if we withdraw or modify our bids during period of validity etc., we will be suspended for the period of six months to participate in any tender issued by IISER Pune.

Date:

Signature of theTenderer

Place:

Stamp

IMPORTANT NOTICE
<p>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. IISER PUNE WILL PROCESS THE TENDER AS PER IISER PUNE STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE 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. IISER PUNE WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHOSE BIDS ARE REJECTED.</p>

I agree to all terms and conditions mentioned in the tender document of the Institute

Signature of the Tenderer

Checklist for BIDDERS

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

Envelope-1 (Technical-Bid)				
(Following documents to be provided as single PDF file)				
Sl. No.	Content	File Types	Document Attached	Please Fill page nos for respective document
1	Scan copy of the Tender Fee of Rs.1,180/- and EMD of Rs.1,00,000/-	.PDF	(Yes /No)	
2	Format/Questionnaire for compliance as per Annexure-'A'	.PDF	(Yes /No)	
3	Previous Supply Order Format as per Annexure-'E'	.PDF	(Yes /No)	
4	Bidder Information form as per Annexure-'F'	.PDF	(Yes /No)	
5	Blacklist certificate as per Annexure-'G'	.PDF	(Yes /No)	
6	Certificate By Bidder- DPIIT Registration as per Annexure-I	.PDF	(Yes /No)	
7	Self-Declaration by the bidder As per Annexure –'J' 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	Class-I Class-II Non Local	
8	BID Security declaration as per Annexure-'K'	.PDF	(Yes /No)	
9	A copy of the Un-priced Commercial bid	.PDF	(Yes /No)	
10	List of deliverables as per Chapter- 4	.PDF	(Yes /No)	
11	Solvency certificate for Rs 20.00 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	(Yes /No)	
12	Undertaking that the successful BIDDER agrees to give a 10% security deposit and Performance Bank Guarantee	.PDF	(Yes /No)	
13	Self-Attested copy of GST Number (as applicable)	.PDF	(Yes /No)	
14	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(Yes /No)	
Envelope-2 (Financial-Bid)				
Sl. No.	Content	File Types	Document Attached	Please Fill page nos for respective document
1	Price bid should be submitted in PDF and excel Format	.PDF and excel	(Yes /No)	