

NOTICE INVITING TENDER (E-Procurement mode)

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
(An Autonomous Institution, Ministry of Education, Govt. of India)

Dr. Homi Bhabha Road, Pashan Pune – 411008.

Tel: +91-020-25908017; Email: purchase@iiserpune.ac.in

Website: www.iiserpune.ac.in

Tender Reference No: IISER/PUR/0540/20

Date: 21/10/2020

Indian Institute of Science Education and Research, Pune invites online bid (e-tender) in single bid system for the following.

Brief Details of Tender:

Item Description	Estimate Cost of Tender (Rs).	EMD (Rs).
Vacuum Pump with Condenser Set and Controller- 05 No	12,50,000/-	25,000/-

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%

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> 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	21/10/2020	18:00 Hrs.
2	Bid Submission Start Date	21/10/2020	18:30 Hrs.
3	Bid Submission Close Date	04/11/2020	15:00 Hrs.
4	Opening of Bids	06/11/2020	14:00 Hrs.

No manual bids will be accepted. All quotation should be submitted in the E-procurement portal only

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.

INDEX

Particulars	Page No
CHAPTER 1 : INVITATION FOR BIDS	3-5
CHAPTER 2 : INSTRUCTION TO BIDDERS	6-9
CHAPTER 3 : CONDITIONS OF CONTRACT	10-14
CHAPTER 4 : SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED TECHNICAL DETAILS	16
CHAPTER 5 : PRICE SCHEDULE	17-19
CERTIFICATE BY BIDDER- DPIIT REGISTRATION AS PER ANNEXURE-A	19
PREVIOUS SUPPLY ORDER FORMAT AS PER ANNEXURE-'B'	20
BID SECURITY FORM AS PER ANNEXURE-C	21
MANUFACTURER'S AUTHORIZATION FORM AS PER ANNEXURE-'D'	22
BIDDER INFORMATION FORM AS PER ANNEXURE-'E'	23
BLACKLIST CERTIFICATE AS PER ANNEXURE-'F'	24
SELF-DECLARATION BY THE BIDDER AS PER ANNEXURE –'G' 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)	25
CHECKLIST	26
IMPORTANT NOTICE	27

CHAPTER-1. INVITATION FOR BIDS

1. Indian Institute of Science Education and Research, Pune invites online bids (e-tender) in single bid system for **Vacuum Pump with Condenser Set and Controller**. The Technical specifications are given in **Chapter 4: Schedule of Requirements, Specifications and Allied Technical Details**.

2. **Contact for information:**

Technical & Commercial contact:
Assistant Registrar (Stores & Purchase)
Indian Institute of Science Education and Research (IISER), Pune
Dr. Homi Bhabha Road, Pashan
Pune – 411 008, India
Tel: +91-020-2590 8246 / 8017
Email: purchase@iiserpune.ac.in
Website: www.iiserpune.ac.in

3. Supply means: "Supply, Installation & Commissioning".

4. Submission of Bid:

Bid Submission Start Date: 21/10/2020 from 18:30 Hrs
Bid Submission Close Date: 04/11/2020 up to 15:00 Hrs.
Opening of Bids: 06/11/2020 at 14:00 Hrs.

5. No manual bids will be accepted. All quotation should be submitted in the E-procurement portal only

6. The Offer should comprise of the following:

- (i) The offer should be complete to indicate that all products and services asked for are quoted.
- (ii) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IISER, Pune. The decision of Purchase Committee shall be the guiding factor for selection of the responsive firms.
- (iii) Duly filled in 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.
- (iv) 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.
- (v) Copy of GST No. and PAN Number 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 NSIC registration wherever it is applicable should also be provided in bid.

- (vi) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (vii) Compliance sheet with any deviation with reference to the terms and specifications.
- (viii) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate without any problem.
- (ix) Duly filled in checklist should be submitted along with tender.
- (x) The Bidders are requested to quote for Educational Institutional Price for Equipment's, since we are eligible for the same

Note: IISER Pune 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.

7. Purchase Committee

The Purchase Committee will evaluate the tenders and may also nominate some external/expert members, in the interest of IISER, Pune.

8. Terms of the Purchase Committee

- (i) A committee duly constituted by the Director, IISER, Pune will go through the bids and recommend firms that are meeting all the specifications of the Tender. The recommendation/decision of the purchase committee is the final and binding on all the parties.
- (ii) Purchase 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, IISER, Pune will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.
- (ii) The purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune.

9. Comparison of Responsive bids:

- (i) After opening the bids, the responsive offers will be tabulated with reference to the specification.
 - (ii) 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.
10. No request for extension of due date will be considered under any circumstances.
 11. No sub-contracting is allowed with regard to installation, warranty maintenance and after sales service.
 12. The Director, IISER, PUNE reserves the right to accept the offer in full or in parts or reject summarily or partly.

CHAPTER-2 : INSTRUCTIONS TO BIDDERS

Techno-Commercial Bid:

The techno commercial bid contains following documents.

- 1) Scan copy of EMD receipt/Valid EMD exemption certificate
- 2) 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
- 3) Certificate By Bidder- DPIIT Registration as per Annexure-A
- 4) Previous Supply Order Format as per Annexure-'B'
- 5) Bid Security Form as per Annexure-C
- 6) Manufacturer's Authorization Form as per Annexure-'D'
- 7) Bidder Information form as per Annexure-'E'
- 8) Blacklist certificate as per Annexure-'F'
- 9) List of deliverables as per Chapter- 4
- 10) Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee
- 11) Self-Attested copy of GST Number (as applicable)
- 12) Tender Terms & Conditions Acceptance signed with official seal is attached
- 13) Price bid should be submitted in PDF Format along with bill of material
- 14) Price bid should be submitted excel as per BOQ

Delivery Period / Timeliness

The deliveries & installation must be completed **within 45 days**, after placement of purchase order. 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.

Locations for the Supply / Services:

The **SUPPLY AND INSTALLATION of Vacuum Pump with Condenser Set and Controller** covered by this document is required to be done at IISER, Pune.

1. Eligible Bidders:

- 1.1 IISER, PUNE 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, IISER, PUNE 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 IISER, PUNE and have not completed required installation/after sales service/warranty replacements etc. such firms 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 IISER, PUNE 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, IISER, PUNE 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.

PREPARATION OF BIDS

3. Period of validity of bids

- 3.1. Bids shall be valid for a period of **90 days** from the date of opening the bid.
- 3.2. IISER, PUNE 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 his bid.

EARNEST MONEY DEPOSIT DETAILS

- a) **EMD of Rs. 25,000/-(Rupees-Twenty Five Thousand 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.
- b) **EMD 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 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. In case the BIDDER is not represented by any Indian Agent the Bank Guarantee valuing **US \$ 340.00 (US Dollars only)** should accompany the Technical Bid towards EMD.
 - ii. In case of bids in Foreign Currency, the Indian Representative / dealers can submit the EMD in INR to IISER, 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 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.
 - 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.

The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit

Note: In case of non-receipt of EMD or valid EMD exemption certificate the bid will be out rightly rejected.

Scanned copy of EMD and original DD/BG 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

AWARD OF CONTRACT

4. Award Criteria

- 4.1 IISER, PUNE shall award the contract to the technically eligible lowest bidder.
- 4.2 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.

5. Purchaser's Right to vary Quantities at the time of Award

IISER, PUNE 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

IISER, PUNE requires that the bidders who wish to bid for this project have highest standards of ethics.

- 6.1. IISER, PUNE 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. IISER, PUNE 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, IISER, PUNE's interpretation of the clauses shall be final and binding on all parties**

CHAPTER - 3: CONDITIONS OF CONTRACT

1. Price

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.

B. for Goods manufactured abroad Bidders Quoting in Foreign Currency.

(i) The mode of shipment must be clearly mention in the BoQ viz Ex-works, FCA, FOB, CIP, DDP etc.

(ii) Courier mode of shipments will not be acceptable. The Shipments must be dispatched under Cargo Mode only.

(iii) 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 (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.

(vii) 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.

C. IISER Pune is exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. No other charges than those mentioned clearly in the quotation will be paid.

D. **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.

2. **Services**

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

3. **Delivery Schedule**

3.1. The bidders may please note that the delivery of the system should be strictly **within 45 days from the date of placement of firm order.**

3.2. Goods should not be dispatched until the Vendor receives a firm order.

4. **Warranty / Support**

4.1. The items covered by the schedule of requirement shall carry minimum **Three years of comprehensive warranty** 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 7 working days. The comprehensive warranty includes onsite warranty with parts.

4.2. 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.

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

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

5. **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 equipment's supplied by him.

6. **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 IISER, PUNE site.

7. **Security Deposit**

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 Performance Bank Guarantee favoring the Director, Indian Institute of Science Education and Research, Pune

The Security Deposit should be valid for a period of warranty period as we plan to extend the same as Performance Bank Guarantee

8. **Payment**

PAYMENT TERMS-No advance payments are allowed under any circumstances.

A) 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.

B) IMPORT

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.

Payment for high-value equipment/consumables

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.

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

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 EMD/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. **Comparison of Bids**

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

11. **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 valued 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.

12. 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 'K'** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

11. **Jurisdiction**

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

12. **Force Majeure**

IISER, PUNE 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. 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.

12. **Arbitration**

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (IISER, PUNE 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 IISER, PUNE India. The jurisdiction of the courts shall be Pune, Maharashtra, India.

Assistant Registrar (Stores & Purchase)

CHAPTER 4

SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

Specifications for Vacuum Pump with Condenser Set and Controller

1. Two Stage Diaphragm pump with Condenser Set and controller
2. Made with chemically resistant fluoropolymer material
3. Suction Capacity: 2m Cube /Hr.
4. Ultimate vacuum: 7 mbar
5. Max Inlet /outlet Pressure: 1.1 bar
6. Degree of Protection: IP 40
7. Permissible relative Atmospheric moisture during operation: 30% to 85%.
8. Sealed Cover Housing not allow vapor /gas to enter Bearings
9. Noise: 45dB
10. Self-Hold Thermal circuit breaker when overload
11. Power Input: 180 Watt
12. Standards: ISO, ISI or any other
13. Warranty 3 years

CHAPTER-5 PRICE SCHEDULE

ALL THE BIDDERS SHOULD QUOTE THEIR OFFER IN FOLLOWING FORMAT FOR UNIFORMITY

PRICE SCHEDULE FOR GOODS – FOREIGN CURRENCY

Name of the Bidder _____

Tender No. _____

HSN Code : _____

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

Total Bid price in _____ 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 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.

PRICE SCHEDULE FOR GOODS – INR

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
SI. 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 Institute	Installation, Commissioning & training charges, If any.	Gross Total (FOR)
						Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid) 4x6					
1											
2											
3											

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

**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 his 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 <i>{Full address of Purchaser}</i>	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:

BID SECURITY FORM

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 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

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: _____ 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.:

DECLARATION
(For Local/ Non Local content)
(On company letter head)

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

Subject: Self-declaration by the bidder that the items offered meet the local/Non local content requirement in pursuance of Public Procurement Preference to Make in India, Order 2017 Order no P.-45021/2/2017 PP(BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt of India.

Respected Sir,

With reference to above subject, we hereby declared that, as per Order no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt of India. We fall under following category.

(Please specify)

- 1) Class-I Supplier
- 2) Class-II Supplier
- 3) Non Local Supplier

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Checklist for BIDDERS

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

Envelope-1 Packet-1: Technical-Bid (Following documents to be provided as single PDF file)				
Sl. No.	Content	File Types	Document Attached	Please Fill page no's for respective document
1	Scan copy of EMD of Rs.25,000/- or Valid EMD exemption certificate	.PDF	(Yes /No)	
2	Certificate By Bidder- DPIIT Registration as per Annexure-A	.PDF	(Yes /No)	
3	Previous Supply Order Format as per Annexure-'B'			
4	Bid Security Form as per Annexure-C	.PDF	(Yes /No)	
5	Manufacturer's Authorization Form as per Annexure-'D'	.PDF	(Yes /No)	
6	Bidder Information form as per Annexure-'E'	.PDF	(Yes /No)	
7	Blacklist certificate as per Annexure-'F'	.PDF	(Yes /No)	
8	Self-Declaration by the bidder As per Annexure –'G' 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	
9	List of deliverables as per Chapter- 4	.PDF	(Yes /No)	
10	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	.PDF	(Yes /No)	
11	Self-Attested copy of GST Number (as applicable)	.PDF	(Yes /No)	
12	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(Yes /No)	
Envelope-1 Packet-2 : Detailed Breakup of price bid with bill of material				
1	Price bid should be submitted in PDF Format along with bill of material	.PDF	(Yes/No)	
Envelope-1 Packet-3 : BOQ				
1	Price bid should be submitted in excel format as per BOQ	.Excel	(Yes/No)	

IMPORTANT NOTICE

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 WHO'S BIDS ARE REJECTED.

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

Signature of the Tenderer