

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 Human Resource Development, Govt. of India

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Open Tender Ref. No: IISER/PUR/0011/20

Date: 08/05/2020

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

Brief Details of Tender:

Item Description	Estimate Cost of Tender (Rs.)	EMD (Rs.)	Tender Fee inclusive GST @ 18% (Rs.)
Utility Lab Roll and Toilet rolls	4,35,000/-	20,000/-	1,180/-

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	08/05/2020	18.00 Hrs
2	Bid Submission Start Date	11/05/2020	18.00 Hrs
3	Bid Submission Close Date	26/05/2020	15.00 Hrs
4	Closing date & time for Submission of original EMD & Tender Fee	26/05/2020	15.00 Hrs
5	Opening of Technical Bids	28/05/2020	14.00 Hrs

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
Procurement of Utility Lab Roll and Toilet rolls.

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. TIME SCHEDULE.

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	08/05/2020	18.00 Hrs
2	Bid Submission Start Date	11/05/2020	18.00 Hrs
3	Bid Submission Close Date	26/05/2020	15.00 Hrs
4	Closing date & time for Submission of original EMD & Tender Fee	26/05/2020	15.00 Hrs
5	Opening of Technical Bids	28/05/2020	14.00 Hrs

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) Bid Security/EMD as per **Annexure- ‘C’**.
 - d) Previous Supply Order List Format as per **Annexure –‘D’**.
 - e) Bidder Information Form as per **Annexure –‘E’**.
 - f) Blacklist Certificate as per **Annexure –‘F’**.
 - g) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
 - h) 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.
 - i) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
 - j) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME
 - k) Details of supplies of similar items.
 - l) **Bidder should submit one sample of each item in a sealed envelope at the following address on or before due date in accordance with the specifications and as per tender. No extension shall be accorded for supply of sample.**
 - m) Scanned copy of Tender Fee & EMD 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 & EARNEST MONEY DEPOSIT 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. 20,000/- (Twenty 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. 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.

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 a 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. In case of bids in Foreign Currency, the Indian Representative / dealers can submit the EMD in INR to IISER, Pune without any relaxation.
 - ii. 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.
 - iii. 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.

- iv. 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.
- v. The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit.
- vi. **EMD of L1 bidder will be returned after successful completion of order.**

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 items, since we are eligible for the same.

Note: No request for extension of due date will be considered under any circumstances.

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 28-05-2020 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 **original EMD & tender fee are not submitted within stipulated date / time**. IISER Pune shall not be responsible for any postal delay, EMD & 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>).
The commercial offers of the vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them without opening along with their EMD.
- (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.

- (i) Bids received shall be evaluated by the appointed committee as per eligibility criteria.
- (ii) Bidders not meeting the eligibility criteria shall be informed about their not getting eligible and shall be asked to take back their financial bids with a week time failing which the financial bids shall be returned by speed post to their address available with IISER Pune.
- (iii) **Bidder should supply one sample before due date in accordance with the specifications and as per tender. No extension shall be accorded for supply of sample.**
- (iv) The sample supplied by the bidders as per terms and conditions of the bid and as per technical specifications shall be evaluated for the finish, comfort, and aesthetics by the appointed technical committee.
- (v) In case the sample supplied is not as per specifications or to required standards, bids shall be rejected. No claims towards the expenses incurred in connection with bidding process, cost of sample supplied, over heads and loss of profit etc shall be entertained by IISER. The decision of the competent authority shall be final and binding on the agency.
- (vi) Bidders meeting the eligibility criteria and their sample approved by the technical committee shall be considered for opening of the financial bids.
- (vii) **Bids received without sample of each item before due date shall not be considered for opening of technical and commercial bids.**

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 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.**
- e) 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 in full or in parts or reject summarily or partly.

CHAPTER-2: INSTRUCTIONS TO BIDDERS

1. PREPARATION AND SUBMISSION OF OFFERS:

- a) 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.
- b) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- c) 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.
- d) Conditional tenders will be summarily rejected.

2. Delivery Period / Timeliness:

The deliveries must be completed within 30 days, after placement of purchase order. The time is the essence of the contract.

3. 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

4. Bid Validity Period:

- 4.1. 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
- 4.2. 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. The BIDDER is free not to accept such request without forfeiting the EMD. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.
- 4.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

5. AWARD OF CONTRACT:

Award Criteria

- 5.1 IISER, PUNE shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- 5.2 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.

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

- 6.1. 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.

6.2 Firms which have already supplied similar items to IISER, PUNE and have not completed required service/replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.

7. 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 question

8. 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.

ALL THE BIDDERS SHOULD QUOTE PRICES FOR EACH AND EVERY ITEM SEPERATELY ALONG WITH THE CONSOLIDATED PRICES.

2. Reasonability of Prices:

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

2.2 The party must give details of identical or similar items, 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.

3. 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.

4. Freight & Insurance:

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.

5. Performance Bank Guarantee:

The EMD which is mentioned above may be extended as Performance Bank Guarantee till successful completion of order.

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

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.

6. Penalty for delayed Services / LD:

6.1. 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.

6.2. If the supplier fails to Supply items 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.

6.3. 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.

7. Jurisdiction:

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

8. **Comparison of Bids**

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

9. **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, it's 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.

10. **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

1. Utility Lab Roll - 1560 Rolls

Sheet Size 190mmX300mm
Paper Grade Recycled
Color White
Ply 1
GSM 40/42 per ply
Core Size 190X78 mm ID
Total Water Absorbency 100-105 gm per GSM
Weight per roll including core 2.100 kgs/ roll
MD Tensile 1500-1900 gm/inch

2. Toilet Roll -3750 Rolls

Sheet Size 9.8X10 mm (+/- 2mm)
Paper Grade Recycled
Color White
Ply 2
GSM 17/18 per ply
Embossing Pin Emboss
Core Size 40-50mm ID
Water Absorbency 12-18 seconds
Total Water Absorbency 50-60 gram per GSM
Weight per roll including core 200 gm
MD tensile N/30 cm
Water Disintegration 170-180 seconds

Note: Bids received without sample of Utility Lab Roll and Toilet Roll on or before due date shall not be considered for opening of technical and commercial bids.

CHAPTER-5 PRICE SCHEDULE

PRICE SCHEDULE FOR GOODS

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7=5 x 6	8	9	10=5+7+8+9
Sl. No.	Item Description	Qty	Unit	Basic Price	Rate of GST	GST Amount	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Institute	Gross Total(FOR)
					In %				
1	Utility Lab Roll	1560	Roll						
2	Toilet Roll	3750	Roll						

Total Bid price _____ in words.

Signature of Bidder :

Name :

Note:

The delivery of material should be on staggered basis and supply should be made on monthly basis as per end user requirement.

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: _____

Due Date _____

NOTE:

1. Quotation will not be considered without submission of this format.
2. If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.
3. Kindly see the relevant terms & conditions of the tender document in each question before replying to the questions mentioned in Col. 2 below).

SNo	Terms & condition of Tender document	Whether acceptable (say ‘Yes’ or ‘No’ (preferably use different colour ink for ‘No’)	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4
1	Whether technical Bid contains, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.		

SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
2	Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms.		
3	a) Whether prevailing rates of GST & other govt. levies have been given in quotation		
4	Have you mentioned the validity period of the quotation as per our requirements		
5	a) Whether the Price reasonability Certificate is submitted with quotation		
	b) Whether copies of previous supply orders of the same item from other customers have been attached with the quotation		
6	Have you gone through the specification Clause & complied with the same		
7	Whether compliance statement of specifications has been attached with the quotation.		
8	a) Whether the delivery period for supply of the items has been mentioned		

SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated		
9	a) Do you agree with the payment terms		No deviation permitted
10	Whether you agree to the penalty clause for late delivery?		
11	a) Whether all the pages have been page numbered?		
	b) Whether quotation has been signed and designation & name of signatory mentioned.		

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

S. N.	Name of specifications	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

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

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 items been supplied satisfactorily?	Contact Person along with Telephone no., Fax no. and e-mail address.

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.:

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 WHOSE BIDS ARE REJECTED.

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
1	Scan copies of both Tender Fee of Rs. 1,180/- and EMD of Rs. 20,000/-	.PDF	(Yes /No)
2	Submit Sample of Utility Lab roll and Toilet Roll	Samples in Sealed envelope	(Yes /No)
3	Format/Questionnaire for compliance as per Annexure-'A'	.PDF	(Yes /No)
4	Format of compliance statement of specification as per Annexure-'B'	.PDF	(Yes /No)
5	Bid security Form as per Annexure-'C'(as applicable)	.PDF	(Yes /No)
6	Previous Supply Order Format as per Annexure-'D'	.PDF	(Yes /No)
7	Bidder Information form as per Annexure-'E'	.PDF	(Yes /No)
8	Blacklist certificate as per Annexure-'F'	.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 1.70 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	(Yes /No)
12	Self-Attested copy of GST Number (as applicable)	.PDF	(Yes /No)
13	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(Yes /No)
Envelope-2 (Financial-Bid)			
Sl. No.	Content	File Types	Document Attached
1	Price bid should be submitted in PDF and excel Format	.PDF and excel	(Yes /No)