



**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

Dr. Homi Bhabha Road, Pashan Pune – 411008.

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Website: [www.iiserpune.ac.in](http://www.iiserpune.ac.in)

**Tender Reference No: IISER/PUR/1353/19**

**Date: 14/05/2020**

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 of all taxes) (Rs.)
Refilling of Gas Cylinder	Rs.24,00,000/-	Rs.48,000 /-	Rs. 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](http://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	14/05/2020	18.00 Hrs
2	Bid Submission Start Date	14/05/2020	18.00 Hrs
3	Bid Submission Close Date	29/05/2020	15.00 Hrs
4	Closing date & time for Submission of original EMD & Tender Fee	29/05/2020	15.00 Hrs
5	Opening of Technical Bids	01/06/2020	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](http://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.**

**TIME SCHEDULE**

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	14/05/2020	18.00 Hrs
2	Bid Submission Start Date	14/05/2020	18.00 Hrs
3	Bid Submission Close Date	29/05/2020	15.00 Hrs
4	Closing date & time for Submission of original EMD & Tender Fee	29/05/2020	15.00 Hrs
5	Opening of Technical Bids	01/06/2020	14.00 Hrs

**2. 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) Bid Security/EMD as per **Annexure- 'A'**.
  - b) Previous Supply Order List Format as per **Annexure –'B'**.
  - c) Bidder Information Form as per **Annexure –'C'**.
  - d) Blacklist Certificate as per **Annexure –'D'**.
  - e) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
  - f) 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.
  - g) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
  - h) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 10% of the purchase order value by way of Demand Draft in favor of The Director, IISER Pune.
  - i) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME
  - j) 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](mailto:purchase@iiserpune.ac.in)**

**Website: [www.iiserpune.ac.in](http://www.iiserpune.ac.in)**

**TENDER FEE & EARNEST MONEY DEPOSIT DETAILS**

- a) **Tender Fee of Rs. 1,180/- (In words-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.48,000/-(In Words- Forty Eight 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. The party must therefore, submit a pre-receipted Bill in triplicate along with the quotation (in case of EMD sent in form of Bank Draft) to enable us to refund their EMD.
- c) **EMD and tender fee 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**

- 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.

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

**4. 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.

**5. 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 prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- iii. List of deliverables / Bill of materials and services.

**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

6. 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 01-06-2020 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 is not submitted within stipulated date / time**. IISER Pune shall not be responsible for any postal delay, EMD & Tender Fee before Tender closing date.

**8. 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.

#### 9. **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.**
  - 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.

10. 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) 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.
- b) 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. 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.

- 5.3 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 items 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. 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

### **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. **Price**

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. The price criteria should be on F.O.R., IISER PUNE. Govt. Levies like GST, if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, if any.
- 1.3 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
- 1.4 Please provide GST of the firm allotted by the concerned authorities in your quotation.

2. **Performance Bank Guarantee:**

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

3. **INSPECTION:**

- 3.1 The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.
- 3.2 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.
- 3.3 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.**

4. **Reasonability of Prices:**

- 4.1 Please quote best minimum prices applicable for a premiere Educational and Research Institution,
- 4.2 The **party must give details of** items, if any, supplied to any ITS/IISERS/ CSIR lab/Education Research Institute during last three years along with the final price paid and Performance certificate from them.

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 items supplied by him.

8. **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.

9. **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.

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

10.1. 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.

10.2. If the supplier fails to Supply item 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.

10.3. 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.

11. **Jurisdiction:**

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

12. **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

13. **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.

14. **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.

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**

No.	Description of the Item	Unit (cubic meters)	QTY
1	CO2	7	241
2	Nitrogen(UHP Grade)	7	561
3	Oxygen Medical Grade	7	28
4	Mixture Co2 5.27%,O2 Balance	7	4
5	Mixture Co2 4.95%,Air Balance	7	4
6	Mixture Co2 0.5% ,o2 20.47%,N2 Balance	7	4
7	Hydrogen((UHP grade)	7	20
8	Helium(99.999%)	10	66
9	Zero Air(UHP Grade)	7	50
10	Oxygen(UHP Grade)	7	52
11	Argon(UHP grade)	7	350
12	Helium(99.995%)	7	51
13	Ar 95%+H 5%	7	24
14	Ar 90%+H 10%	7	19
15	N2 95%+H2 5%	7	20
16	N2 90%+H2 10%	7	5
17	Nitrous oxide (N <sub>2</sub> O)	7	1
18	CO <sub>2</sub> in He mix gas	1.5	1
19	H <sub>2</sub> in He mix gas	1.5	1
20	O2 Medical Grade	1.5	20
21	Acetylene C <sub>2</sub> H <sub>2</sub> (DA) 98%	6	3
22	Sulphur dioxide (SO <sub>2</sub> ) 99.9 %	10	2
23	Mixture O2 5%,Co2 5%,Nitrogen Balance	7	6
24	CHF3	1.5	2
25	SF6	10	4
26	Air Premium Grade	10	12

**Note:**

- 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 the date of delivery. Please quote the rent for cylinder (Commercial bid -in pdf format only)

**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 words.

**Signature of Bidder :**

**Name :**

**Note:**

The cost of optional items shall be indicated separately.



**BID SECURITY FORM**

Whereas ..... (Hereinafter called "the tenderer")  
has submitted their offer dated .....for 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 item been installed 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) : \_\_\_\_\_

Branch Address and Branch Code: \_\_\_\_\_  
\_\_\_\_\_

**Other Details**

Vendor’s PAN No. \_\_\_\_\_

Vendor’s CST No/LST No/WCT No/TIN 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

<b>Envelope-1(Technical-Bid)</b>				
(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 copies of both Tender Fee of Rs.1,180/- and EMD of Rs.48,000/-	.PDF	( <b>Yes /No</b> )	
2	Bid Security form as per Annexure-'A'	.PDF	( <b>Yes /No</b> )	
3	Previous Supply Order Format as per Annexure-'B'	.PDF	( <b>Yes /No</b> )	
4	Bidder Information form as per Annexure-'C'	.PDF	( <b>Yes /No</b> )	
5	Blacklist certificate as per Annexure-'D'	.PDF	( <b>Yes /No</b> )	
6	A copy of the Un-priced Commercial bid	.PDF	( <b>Yes /No</b> )	
7	List of deliverables as per Chapter- 4	.PDF	( <b>Yes /No</b> )	
8	Solvency certificate for Rs 10.00 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	( <b>Yes /No</b> )	
9	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	.PDF	( <b>Yes /No</b> )	
	Self-Attested copy of GST Number (as applicable)			
10	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	( <b>Yes /No</b> )	
<b>Envelope-2(Financial-Bid)</b>				
Sl. No.	Content	File Types	Document Attached	Please Fill page no's for respective document
1	Price bid should be submitted in PDF and excel Format	.PDF and excel	( <b>Yes /No</b> )	