

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

**Open Tender Reference No: IISER/PUR/0673/18**

**Date: 06/11/2018**

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.

Item Description	Estimate Cost of Tender (Rs).	EMD (Rs).	Tender Fee (inclusive of all taxes) (Rs.)
Cleaning Material for Housekeeping	Rs.29,00,000/-	Rs.58,000/-	1,000/-

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	06/11/2018	18.00 Hrs
2	Pre-Bid Meeting	13/11/2018	15.00 Hrs
3	Bid Submission Start Date	19/11/2018	18.00 Hrs
4	Bid Submission Close Date	28/11/2018	15.00 Hrs
5	Closing date & time for Submission of original EMD & Tender Fee	28/11/2018	15.00 Hrs
6	Opening of Technical Bids	30/11/2018	15.00 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>) & 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> ) 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.

### ELIGIBILITY CRITERIA FOR SUPPLY OF HOUSEKEEPING MATERIAL

#### **Bidder qualifying criteria:**

Only those bidders fulfilling the following criteria should respond to the tender.

- 1) Earnest Money Deposit – Rs 58,000/-
- 2) Audited Balance Sheets, Annual Turnover statement signed by CA and Income Tax Returns of three financial years i.e 2015-2016, 2016-2017, 2017-2018.
- 3) Bidder must participate in the tender by proposing at least 75% or more of the required items as included in the list. Bidder who is submitting offer less than 75% of the required item will be considered as NON RESPONSIVE.
- 4) Copy of registration certificate (Shop & Establishment)
- 5) Copy of GST Registration
- 6) Copy of orders for supply of Housekeeping cleaning material to other Institutes/Govt. organization :
  - Three orders for supply of Housekeeping cleaning materials costing not less than the amount equal to Rs.11.00 lakhs
  - or
  - Two orders for supply of Housekeeping cleaning materials not less than the amount equal to Rs 14.00 lakh.
  - or
  - One order for supply of Housekeeping cleaning materials not less than the amount equal to Rs 23.00 lakhs.
- 7) Undertaking that the successful BIDDER agrees to give a 10 % security deposit.
- 8) Solvency certificate of Rs 11.00 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account. Proposals from vendors who do not fulfil the above criteria or who fail to submit documentary proof of the same would be rejected.

**Proposals from vendors who do not fulfil the above criteria or who fail to submit documentary proof of the same would be rejected.**

## CHAPTER 1

### INVITATION FOR Tender Offers Indian Institute of Science Education and Research (IISER), Pune invites e-Tender for Cleaning Material for Housekeeping.

Indian Institute of Science Education and Research (IISER), Pune invites sealed tenders from Pune/Mumbai based reputed Firms/Dealers/Service Providers for supplying of Housekeeping Materials. The Specifications and Schedule of Requirement are given in Chapter 4:

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

**a. Part - I: Technical Bid.**

**b. Part - II: Commercial Bid.**

2. A Pre-bid conference will be held at IISER Pune, Purchase Section, Dr. Homi Bhaba Road, Pashan, Pune – 411008 on. 13-11-2018 from 03:00 PM to 04:00 PM (IST). All prospective bidders are requested to kindly submit their queries to the address indicated above or email at [purchase@iiserpune.ac.in](mailto:purchase@iiserpune.ac.in) so as to reach latest by 12/11/2018. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.

#### TIME SCHEDULE

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	06/11/2018	18.00 Hrs
2	Pre-Bid Meeting	13/11/2018	15.00 Hrs
3	Bid Submission Start Date	19/11/2018	18.00 Hrs
4	Bid Submission Close Date	28/11/2018	15.00 Hrs
5	Closing date & time for Submission of original EMD & Tender Fee	28/11/2018	15.00 Hrs
6	Opening of Technical Bids	30/11/2018	15.00 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.

6. Supply means: "Supply of Housekeeping Material at IISER Pune as per required quantity in proper packaging and condition without any defect or shortcomings"

**Technical Bid: Envelope No. 1**

The online envelope clearly marked as "Technical Bid - Envelope No. 1" shall contain the all scanned copies of originals documents in PDF Format. The technical offer should not contain any price information.

- a) Compliance statement/questionnaire of tender terms and conditions as per Annexure-'A'.
- b) Bid Security/EMD as per Annexure- 'C'.
- c) Previous Supply Order List Format as per Annexure –'E'.

- d) Bidder Information Form as per Annexure –‘F’.
- e) Blacklist Certificate as per Annexure –‘G’.
- f) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
- g) 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.
- h) Copy of registration certificate (Shop & Establishment)
- i) 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.
- j) In case of exemption from submission of Bid security, proof of registration with NSIC/MSME
- k) Details of supplies of similar items.
- l) 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 – 411 008, India  
Tel : +91-020-2590 8246/8245  
Email: purchase@iiserpune.ac.in  
Website : www.iiserpune.ac.in

#### TENDER FEE & EARNEST MONEY DEPOSIT DETAILS

- a) **Tender Fee of Rs.1000/- (In words- One Thousand 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.58,000/- (In words- Fifty 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.
  - 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. 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 favour of The Director, IISER, Pune.
- iv. The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit.
- v. The technical bid should contain commercial terms with reference to the tender
- vi. The technical offer should be complete to indicate that all items asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the BIDDER. Unsigned Tenders will also be rejected. Failure to comply with this requirement may result in the bid being rejected.
- vii. The purpose of certain specific conditions is to get or procure best Housekeeping material for IISER, Pune. The opinion of Technical Committee shall be the guiding factor for technical short listing.
- viii. Agreements / Purchase Orders / Completion certificates if any, for supply of Housekeeping material to other Universities, Institutes, Government Department/Undertakings/Public sectors the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid with contact details of persons

#### **4. Compliance Statements:**

- a) 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).

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

#### **Note:**

- (i) No request for extension of due date will be considered under any circumstances.
- (ii) 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

#### **5. BID OPENING**

- a) Technical Bids will be opened on 30-11-2018 at 15:00 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.

## **6. 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 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, 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. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

## **7. 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) 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.
  - c) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.
  - d) The Director, IISER Pune has got the right to split the tender and group the item or award part tender, if they deem so in the interest of the Institute.
8. 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:**

- 2.1 The allotment of work shall be done on Annual Rate Basis for a period of one year from the date of signing the rate agreement or for such extended period as IISER Pune may grant by specific written order, extending the period.
- 2.2 The Purchase Order will be placed based on requirement of Monthly/Quarterly basis, The deliveries must be completed within 07 days, after placement of purchase order.
- 2.3 In case tenderer fails to execute the said supply within the stipulated time IISER Pune Will be at liberty to get the material /items from the open market without any notice to the Tenderer and any additional cost incurred by IISER Pune for the same shall be recovered from the Security Deposit submitted by the tenderer.
- 2.4 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.
- 2.5 Goods should not be dispatched until the Vendor receives a firm order.

### **Locations for the Supply / Services :**

The House Keeping material covered by this document is required to be supplied at IISER, Pune.

### **3. Security Deposit:**

- 3.1 Within ten (10) 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 The Security Deposit should be valid for a period of warranty period as we plan to extend the same as Performance Bank Guarantee.

3.4 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 fulfilment of contractual obligations.

**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.

**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 in directly, 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, non-competitive 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.

9. 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.

1.1. The price quoted shall be considered firm and no price escalation will be permitted and shall be valid till the expiry of the Agreement or Contract

1.2. The price criteria should be on F.O.R., IISER, PUNE. Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery.

GST and other taxes. which will be payable on the goods if the contract is awarded. The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.

### **2. Performance Bank Guarantee:**

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

### **3. Reasonability of Prices:**

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

3.2 The party must give details of identical items , if any, supplied to any IITS/IISERS/ CSIR lab/Education Research Institute during last three years along with the final price paid.

### **4. 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 material supplied by him.

### **5. Freight & Insurance:**

The cleaning material 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.

### **6. 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.

### **7. Penalty for delayed Services / LD:**

7.1. 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.

7.2. If the supplier fails to Supply material 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.

7.3. 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.

**8. Jurisdiction:**

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

**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, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the IISER Pune either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the IISER Pune in writing of such conditions and the cause thereof. Unless otherwise directed by the IISER Pune in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**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.

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**

**HOUSE KEEPING CLEANING MATERIAL**

Ser No	Items	Brand	Quantity	Annual Requirement.	For Technical Offer Only
					Ability to Supply
					YES/NO
1	Hi Tech Cleaner (Morboline)	Minitex	05 Lit Can	336	
2	Fem Handwash	Dabur/Greenline	05 Lit can	840	
3	Bathroom Acid	Solo white/ White Cat Concent	05 Kg	264	
4	Hit Spray-320 ml	Godrej	Nos	336	
5	Dish WASH Powder	Dabur(Odopic)	Kg	42	
6	Wheel Powder	Hindustan Lever	Kg	252	
7	Room Freshener (300ml) Water	Concord/Lia	Nos	780	
8	Sani Cubes-200 gms	Fresh & Fresh	Doz	982	
9	Odonil Air Freshner(Okt)-50	Dabur-50 gm	Nos	3840	
10	Naphthalene Balls	Deepak/ Wonder Fresh	Kg	84	
11	Glass Dusters(20x20)	Any Brand	Doz	420	
12	Wet mop(5.5 fd,MS Powder) Set	Gala Co	Nos	336	
13	Abrasive cleaning pads- 100mm 4x6	Scotch brite(3M)	Nos	780	
14	Garbage Bags size 30x50	As per Govt. norms	Kg	4200	
15	Garbages Bags size 19x21	As per Govt. norms	Kg	2520	
16	Scrubbing pad(430mm)box 17 inch	3M Co	Box	84	
17	Wet Mop Clip(15cm bracket)	Gala Co/ Kleenal.	Nos	336	
18	Wet Mop Refill-RS 101	Vigo Clean & clean	Nos	3240	
19	FEATHER Plastic dry brush 70 cm	Any brand	Nos	360	
20	Mori Brush 6"	Local	Nos	180	
21	Palti Patra (7"x8")	Local	Nos	336	
22	Cloth face masks	Any Branc	Nos	1800	
23	Yellow Duster (2ftx1.5ft)	Local	Doz	156	
24	Eze clean +75 Dry Mop refill	Ezee	Nos	180	
25	Floor Scrapper hid ergotech(200	Unger Co.	Nos	96	
26	Hand Gloves Rubber	Nova	Pair	1980	
27	Spray Bottles(empty)500ml	Reckitt benckser	Nos	336	

28	Floor (Rough Texture)Duster	Any brand	Doz	180	
29	Soft Brooms(Orissa)300gm 3ft	Any brand	Nos	720	
30	Hard Broom-400gm,3ft9 inch	Any Brand	Nos	720	
31	Caustic Soda	Local	Kg	180	
32	Dust Pan/supdi-22cm	Vigo-SH 510	Nos	264	
33	Eze Clean+75 Dry Mop set	Ezee	set	96	
34	Kitchen Wiper-25 cm	Local	Nos	216	
35	Chock-up pumps Round base	Vigo clean & clear	Nos	240	
36	Bathroom Wiper set (3ft SS Powder)	Vigo clean & clear	Nos	240	
37	Toilet Hockey Brush	First plastic	Nos	240	
38	Floor Wiper set 18"	goel	Set	180	
39	Glass Cleaner set (35 CM)	Unger Co.	Nos	48	



**CHAPTER-5 PRICE SCHEDULE**

**PRICE SCHEDULE FOR GOODS –INR**

Name of the Bidder \_\_\_\_\_

Tender No. \_\_\_\_\_

Ser No	Items	Brand	Quantity	Annual Requirement.	Rate (per unit as mentioned in column no.4)	Annual Requirement x Rate per unit (Total exclusive tax )	Tax % and amount	Gross Total
1	2	3	4	5	6	7= (5) x (6)	8= % on 7	9=7+8
1	Hi Tech Cleaner (Morboline)	Minitek	05 Lit Can	336				
2	Fem Handwash	Dabur/Greenline	05 Lit can	840				
3	Bathroom Acid	Solo white/ White Cat Concent	05 Kg	264				
4	Hit Spray-320 ml	Godrej	Nos	336				
5	Dish WASH Powder	Dabur(Odopic)	Kg	42				
6	Wheel Powder	Hindustan Lever	Kg	252				
7	Room Freshener (300ml) Water	Concord/Lia	Nos	780				
8	Sani Cubes-200 gms	Fresh & Fresh	Doz	982				
9	Odonil Air Freshner(Okt)-50	Dabur-50 gm	Nos	3840				
10	Naphthalene Balls	Deepak/ Wonder Fresh	Kg	84				

11	Glass Dusters(20x20)	Any Brand	Doz	420				
12	Wet mop(5.5 fd,MS Powder) Set	Gala Co	Nos	336				
13	Abrasive cleaning pads- 100mm 4x6	Scotch brite(3M)	Nos	780				
14	Garbage Bags size 30x50	As per Govt. norms	Kg	4200				
15	Garbages Bags size 19x21	As per Govt. norms	Kg	2520				
16	Scrubbing pad(430mm)box 17 inch	3M Co	Box	84				
17	Wet Mop Clip(15cm bracket)	Gala Co/ Kleenal	Nos	336				
18	Wet Mop Refill-RS 101	Vigo Clean & clean	Nos	3240				
19	FEATHER Plastic dry brush 70 cm	Any brand	Nos	360				
20	Mori Brush 6"	Local	Nos	180				
21	Palti Patra (7"x8")	Local	Nos	336				
22	Cloth face masks	Any Branc	Nos	1800				
23	Yellow Duster (2ftx1.5ft)	Local	Doz	156				
24	Eze clean +75 Dry Mop refill	Ezee	Nos	180				
25	Floor Scrapper hid ergotech(200	Unger Co.	Nos	96				
26	Hand Gloves Rubber	Nova	Pair	1980				
27	Spray Bottles(empty)500ml	Reckitt benckser	Nos	336				
28	Floor (Rough Texture)Duster	Any brand	Doz	180				
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30	Hard Broom-400gm,3ft9 inch	Any Brand	Nos	720				
31	Caustic Soda	Local	Kg	180				
32	Dust Pan/supdi-22cm	Vigo-SH 510	Nos	264				
33	Eze Clean+75 Dry Mop set	Ezee	set	96				
34	Kitchen Wiper-25 cm	Local	Nos	216				

35	Chock-up pumps Round base	Vigo clean & clear	Nos	240				
36	Bathroom Wiper set (3ft SS Powder)	Vigo clean & clear	Nos	240				
37	Toilet Hockey Brush	First plastic	Nos	240				
38	Floor Wiper set 18"	goel	Set	180				
39	Glass Cleaner set (35 CM)	Unger Co.	Nos	48				

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	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify)		
	b) Whether quotation is being submitted by Indian Agency		
	c) Whether the agent is registered with NSIC/MSME		

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 techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.		
3	a) Whether the required Scanned copy of Tender Fee & EMD is being submitted with the quotation		
	b) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure - 'C'		
	c) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)		
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 last two supply orders of the same item from other customers have been attached with the quotation		

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
6	Have you gone through the 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		
	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated		
9	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this.		
10	Do you agree with the payment terms for indigenous supplies?		No deviation permitted
11	Do you agree with the clause of physical inspection?		
12	Whether you agree to the penalty clause for late delivery?		
13	a) Whether all the pages have been page numbered?		

<b>SNo</b>	<b>Terms &amp; condition of Tender document</b>	<b>Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')</b>	<b>Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for</b>
	b) Whether quotation has been signed and designation & name of signatory mentioned.		

**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 material	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 material 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) : \_\_\_\_\_

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.	Documents	Content	File Types	Document Attached
1	Technical Bid	Scan copies of both Tender Fee of Rs.1,000/- and EMD of Rs. 58,000/-	.PDF	( <b>Yes /No</b> )
2		Format/Questionnaire for compliance as per Annexure-'A'	.PDF	( <b>Yes /No</b> )
3		Bid security Form as per Annexure-'C'(as applicable)	.PDF	( <b>Yes /No</b> )
4		Previous Supply Order Format as per Annexure-'E'	.PDF	( <b>Yes /No</b> )
5		Bidder Information form as per Annexure-'F'	.PDF	( <b>Yes /No</b> )
6		Blacklist certificate as per Annexure-'G'	.PDF	( <b>Yes /No</b> )
7		A copy of the Un-priced Commercial bid	.PDF	( <b>Yes /No</b> )
8		List of deliverables as per Chapter- 4	.PDF	( <b>Yes /No</b> )
9		Solvency certificate for Rs 11.00 Lakh. (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	( <b>Yes /No</b> )
10		Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	.PDF	( <b>Yes /No</b> )
11		Self-Attested copy of GST Number (as applicable)	.PDF	( <b>Yes /No</b> )
12		Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	( <b>Yes /No</b> )
<b>Envelope-2(Financial-Bid)</b>				
Sl. No.	Documents	Content	File Types	Document Attached
1	Financial Bid	Price bid should be submitted in PDF Format	.PDF	( <b>Yes /No</b> )