

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

Tender No: IISER/PUR/0074/18

Date: 04/05/2018

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.

Brief Details of Tender:

Item Description	Estimate Cost of Tender (Rs.)	EMD (Rs.)	Tender Fee (inclusive of all taxes) (Rs.)
<u>Furniture</u> Single cot, study Chair with armrest and wooden chair with cushion	1,46,64,000.00	3,00,000.00	1000/-

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserpune.ac.in and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.

Critical Dates of Tender

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	04.05.2018	18:30Hrs.
2	Pre-Bid Meeting	14.05.2018	15:30 Hrs.
3	Bid Submission Start Date	17.05.2018	10:00 Hrs.
4	Bid Submission Close Date	30.05.2018	15:00 Hrs.
5	Closing date & time for Submission of original EMD & Tender Fee	30.05.2018	15:00 Hrs.
6	Opening of Technical Bids	01.06.2018	15:30 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.

Index Page

Sr. No	Description of Contents	Page No
1	ELIGIBILITY CRITERIA FOR INTENDING BIDDERS	3-4
2	INSTRUCTIONS FOR ONLINE BID SUBMISSION	5-6
3	INVITATION FOR TENDER OFFERS (CHAPTER -1)	8-15
4	INSTRUCTIONS TO BIDDERS (CHAPTER-2)	16-20
5	CONDITIONS OF CONTRACT (CHAPTER – 3)	21-23
6	SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS (CHAPTER-4)	24
7	ANNEXURE – A - FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS	25
8	ANNEXURE – B - BID SECURITY FORM	26-27
9	ANNEXURE – C - MANUFACTURER'S AUTHORIZATION FORM	31
10	ANNEXURE – D – PREVIOUS SUPPLY ORDER LIST FORMAT	32
11	ANNEXURE – E - BIDDER INFORMATION FORM	35-36
12	ANNEXURE – F - BLACKLIST CERTIFICATE	37
13	ANNEXURE –G - INTEGRITY PACT	38-46
14	ANNEXURE –H PERFORMANCE SECURITY FORM	47-49
15	CHECKLIST FOR BIDDERS	50-51
16	IMPORTANT NOTICE	52

Eligibility criteria for intending bidders:

- i) Company should have all the certification respectively BS OHSAS 18001:2007 , ISO 14001: 2015 AND ISO 9001: 2015 certified. Copies of same must be enclosed.
- ii) Company should be furniture manufacturer in India, documentary evidence of factory license, registration with EPF and ESI must be submitted.
- iii) The catalogue technical literature, drawing etc should be enclosed along with tender.
- iv) The intending bidder should have completed satisfactorily at least three similar works of value not less than **Rs.58.00** lakh or two works of **Rs. 73.00** lakh or one work of **Rs. 1.15 Crore** during the last three years ending **31st March, 2017** and works should have been executed in one single premises.

Similar works means work of supplying and installation of furniture. Authenticated documentary proof is required to be submitted.

- v) The annual turnover of the bidder should not be less than **Rs. 45 Lakhs** during the last three consecutive financial years ending **31st March 2017** as per profit and loss, balance sheet duly audited by chartered accountant and the same should be attached as a documentary proof.

Gross Annual Turnover	2014-15	2015-16	2016-17

- vi) Should have solvency of **Rs 58 lakh** certified by a Scheduled Bank and obtained not earlier than three months before the date of submission of Bid.
- vii) Copy of PAN card and GST registration certificate allotted by the concerned authorities.
- viii) EMD of an amount of **Rs. 3,00,000/-** (Rs Three Lakh only) in the form of Demand Draft drawn in favour of Director, IISER payable at pune. This EMD will not bear any interest.

- ix) The firm should not have been black listed from any Govt. Ministries/Departments/PSUs organization. (A certificate in this regard will be enclosed with the tender).
- x) Supply of sample of Cot and chair as per price schedule needs to be supplied before Bid closing date.

Instructions for Online Bid Submission:

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserpune.ac.in . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Financial Bids can be submitted in PDF format (As per Chapter 5).

The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.

4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
7. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

Chapter 1

INVITATION FOR TENDER OFFERS

Indian Institute of Science Education and Research (IISER), Pune invites e-Tender for Furniture as per Price schedule

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 **14-05-18 from 03:30 PM to 04:30 PM (IST)**. All prospective bidders are requested to kindly submit their queries to the address indicated above or email at purchase@iiserpune.ac.in so as to reach before **13/05/2018**. 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	04.05.2018	18:30Hrs.
2	Pre-Bid Meeting	14.05.2018	15:30 Hrs.
3	Bid Submission Start Date	17.05.2018	10:00 Hrs.
4	Bid Submission Close Date	30.05.2018	15:00 Hrs.
5	Closing date & time for Submission of original EMD & Tender Fee	30.05.2018	15:00 Hrs.
6	Opening of Technical Bids	01.06.2018	15:30 Hrs.

. Supply means: "Supply, placing and Installation of furniture for student Hostel at IISER Pune.

. If any charges extra are payable for Installation, the same should be specified in the commercial offer.

3. AVAILABILITY OF TENDER:

The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and from IISER website www.iiserpune.ac.in

Technical Bid:

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

- a) Compliance statement of specifications as per **Annexure- 'A'**.
- b) Bid Security/EMD as per **Annexure- 'B'**.
- c) Manufacturer authorization as per **Annexure –'C'**.
- d) Agreements / Purchase Orders / Completion certificates if any, for similar furniture's items 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 as per **Annexure –'D'**.
- e) Bidder Information Form as per **Annexure –'E'**.
- f) Blacklist Certificate as per **Annexure –'F'**.
- g) **Integrity Pact Annexure G**
- h) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
- i) Copy of GST certificate/ 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 DGS&D registration wherever it is applicable should also be provided in Technical Bid.
- j) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- k) 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.
- l) In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC.
- m) A copy of the Un-priced Commercial Bid. (Please see Chapter-5 – Price Schedule)
- n) Duly filled in checklist should be submitted along with the Technical Bid.
- o) The technical bid should contain commercial terms with reference to the tender
- p) Scanned copy of Tender Fee & EMD and it is required to submit the same in original in a sealed envelope at the following address on or before closing date.

Assistant Registrar (stores & Purchase)

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

Dr. Homi Bhabha Road, Pashan Pune- 411008. Tel: +91-020-25898017

Website: www.iiserpune.ac.in

Bid documents should be submitted as per the above sequence with Index page and page numbers (including technical literature). Each page of the bid should be signed & stamped in original. Unsigned bids will not be considered for evaluation.

TENDER FEE & EARNEST MONEY DEPOSIT DETAILS

- a) **Tender Fee of Rs. 1000/- (Rs. One Thousand only)** in the form of Demand Draft from Nationalized/scheduled bank in favor of The Director, IISER Pune. The firm registered with DGS&D/NSIC 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. 3,00,000/- (Rs. Three Lakh only)** in the form of Bank guarantee (As per format enclosed as ANNEXURE- 'B') 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 DGS&D/NSIC 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. The EMD shall be forfeited: In case a successful BIDDER fails to furnish the Security Deposit.
4. The technical offer **should not contain any price information.**

5. Specifications:

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. The Bid which is not as per our tender enquiry will be treated as non-qualified. Institute has the sole discretion to accept or reject tenders based on technical specifications.

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, warranty maintenance and after sales service. This is the sole responsibility of the Principals'/their authorized agents
 - (iii) Please do not insert ‘Commercial Bid’ (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.
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

7. BID OPENING

- a) Technical Bids will be opened on **01-06-2018 at 15:30 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.

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. The Technical committee may visit the manufacturing site to assess the capabilities to manufacture the tendered items as per the specifications.
- (ii) The technical evaluation will be an assessment of the Technical Bid. IISER, Pune representatives will proceed through a detailed evaluation of the Technical Bids as defined in **Chapter IV (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IISER, Pune will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.
- (iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune and this criteria/recommendation will also form as a part of short-listing of the firms.
- (iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IISER, Pune or from other Institutes and also call for Technical presentations from the BIDDERS if it is required so.
- (v) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.
- (vi) After the technical evaluation is completed and approved, IISER, Pune shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection on e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
- (vii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.
- (Viii) The purpose of obtaining two bids (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar Solutions/Applications elsewhere, obtaining users views with reference

to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.

- (ix) In the event of seeking any clarification from various BIDDERS by IISER, Pune, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

9. Evaluation Criteria

The evaluation criteria will consist of two stage scrutiny as given below:

1. Evaluation of Technical bid as per eligibility criteria.
2. Approval of sample based on quality of materials used, comfort level, ergonomic design, aesthetics and finish of the final product.

Technical bid Evaluation:

- (i) Bidder should supply one complete finished sample in accordance with the specifications and as per terms and conditions of the tender before closing date. No extension shall be accorded for supply of finished sample.
- (ii) The sample supplied by the bidders as per terms and conditions of the bid and as per technical specifications shall be evaluated for the finish, comfort, and aesthetics by the appointed technical committee.
- (iii) In case the sample supplied is not as per specifications or to required standard like comfort level, ergonomic design, aesthetics and finish of the final product, bids shall be rejected. No claims towards the expenses incurred in connection with bidding process, cost of sample supplied, over heads and loss of profit etc shall be entertained by IISER. The decision of the competent authority shall be final and binding on the agency.
- (iv) Bidders meeting the eligibility criteria and their furniture sample approved by the technical committee shall be considered for opening of the financial bids.
- (vi) **Bids received without sample shall be rejected and will not be consider for further evaluation.**

Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:

- (i) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- (ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

10. **Bid Evaluation:**

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

a) IISER Pune shall correct arithmetical errors on the following basis:

- (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

b) 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.

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

CHAPTER-2: INSTRUCTIONS TO BIDDERS

Delivery Period / Timeliness

Qty – 300 Cots to be supplied within 30 days after placement of order and remaining furniture to be delivered and installed **within 02 months**, of purchase order. The time is the essence of the contract. It is mandatory for the BIDDERS who respond to this bid to meet these expectations, as are tightly linked to IISER, PUNE's plans of completing the project within the period.

Locations for the Supply / Services:

The furniture covered by this document is required to be supplied and installed at Student Hostel, IISER, Pune.

1. Eligible Bidders

- 1.1 BIDDERS should QUOTE strictly in accordance with the requirements. The BIDDERS conditions printed on the reverse of the tender/quote or otherwise sent along with the tender shall not be binding on IISER, PUNE.
- 1.2 BIDDERS shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.3 Based on the list of installations provided by the BIDDER, IISER, PUNE will have its option to obtain details of the items supplied, their performance, after sales services etc. for evaluation of the tender, directly from the concerned users.
- 1.4 The tenders must be clearly written, typed without any cancellations / corrections, or overwriting.
- 1.5 Conditional Offers will not be considered.

2. Amendment of Bidding Documents

- 2.1. At any time prior to the deadline for submission of bids, IISER, PUNE may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document.
- 2.2. All prospective BIDDERS who have downloaded the bidding document may visit IISER, PUNE website / <https://eprocure.gov.in/eprocure/app> for amendments / modifications which will be binding on them.

PREPARATION OF BIDS

3. Earnest Money Deposit (EMD)

- 3.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs. 3,00,000/- (Rs Three lakhs only)** in the form of a Demand Draft drawn on any Scheduled/Nationalized Bank in favour of the Director, Indian Institute of Science Education and Research, Pune.
- 3.2 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee. No interest is payable on EMD.
- 3.3 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.
- 3.4 **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.**
- 3.7 **Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee (from a scheduled Bank only), we prefer to have Bank Guarantee for easy return to the BIDDERS once a decision is taken by IISER, PUNE. (Bank Guarantee as per Annexure 'B').**
- 3.8 The EMD shall be forfeited:

3.8.1 If the BIDDER withdraws the bid during the period of bid validity specified in the tender.

3.8.2.1 In case a successful BIDDER fails to furnish the Security Deposit.

4. **Security Deposit**

- 4.1 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.
- 4.2 The Security Deposit should be valid for a period of one year / till warranty period as we plan to extend the same as Performance Bank Guarantee.
- 4.3 **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**

5. **Period of validity of bids**

- 5.1. Bids shall be valid for a period of **180 days** from the date of opening the Technical bid.
- 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. **SUBMISSION OF BIDS**

Deadline for submission of Bids

- 6.1 Bids must be submitted on or before closing date only through Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app))
- 6.2 IISER, PUNE may, extend this deadline for submission of bids, this will suitably be notified on the IISER, PUNE website and eprocure.gov.in.

AWARD OF CONTRACT

7. Award Criteria

- 7.1 IISER, PUNE shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid and approval of the sample by IISER, Pune.
- 7.2 If more than one BIDDER happens to quote the same lowest price and sample of both bidders are technically approved, IISER, PUNE reserves the right to award the contract to more than one BIDDER or any BIDDER.

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

- 8.1. IISER, PUNE reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.
- 8.2. Firms which have already supplied similar items to IISER, PUNE and have not completed required installation/after sales service/ warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.

9. Corrupt or Fraudulent Practices

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

- 9.1. IISER, PUNE will reject a bid if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- 9.2. IISER, PUNE may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract

- 10. In case of poor workmanship or if the work / supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work / supply by

some other means or to assign the work/supply to some other parties due to the failure on the part of the seller, 10 days time will be given to the seller to correct or complete the work / supply failing which the work / supply can be got done by other means at the cost & risks of the seller by allotting a tender at the risk and cost of the defaulting tenderer. The difference in the cost shall be recovered from the original tenderer cost.

11. **Inspection of Items:**

During the time of manufacturing, IISER, Pune inspection team may visit the manufacturer's site to inspect the quality of material viz a viz final product. If any inspected or tested goods fail to conform to the prescribed specifications, the IISER, Pune may reject them and the supplier shall either replace the goods or make all alterations necessary to meet specifications free of cost.

12. **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:

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 , 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.
- 1.4. The actual GST if any, should be specified.
- 1.5. Please provide GST No. allotted by the concerned authorities in your quotation.

2. Delivery Schedule

- 2.1. Qty – 300 Cots to be supplied within 30 days after placement of order and remaining furniture to be delivered and installed **within 02 months**, of purchase order
- 2.2. Goods should not be dispatched until the Vendor receives a firm order.

3. Security Deposit

The BUYER will forfeit the 10% security deposit if BIDDER fails to execute the order as per the Purchase Order.

4. Performance Bank Guarantee:

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

5. Performance Benchmarks

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

6. INSTALLATION:

- 6.1 BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 6.2 Installation demonstration to be arranged by the supplier free of cost and the same is to be completed within 15 days of the arrival of the furniture at site.

7. **Warranty/ Support:**

7.1. The items covered by the schedule of requirement shall carry minimum **three years of comprehensive warranty** from the date of acceptance of the same by IISER, PUNE. Warranty shall include free maintenance including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 72 hours. In case of failure to attend the complains/rectification, IISER, Pune shall have right to get it rectified at the risk and cost of the agency. The cost towards this shall be recovered from the B.G.

7.2. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, , labor charges, GST if any should be borne by the beneficiary or his agent.

8. **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 materials supplied by him.

9. **Insurance**

The furniture 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.

10. **Payment**

90% payment shall be made against delivery and installation and on acceptance as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank Guarantee for 10% of the total order value to be valid till warranty period. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period.

11. Penalty for delayed Services / LD

- 11.1. 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.
- 11.2. If the supplier fails to Supply and install the furniture 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.
- 11.3. 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.

12. Jurisdiction

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

13. Force Majeure

IISER, PUNE may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful BIDDER's premises.

14. Arbitration

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (IISER, PUNE or the BIDDER) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be IISER, PUNE India. The jurisdiction of the courts shall be Pune, Maharashtra, India.

Assistant Registrar (S&P)

CHAPTER 4

SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

THE SPECIFICATIONS FOR :

1. SINGLE COT

Qty : 624 Nos.

- 1) Overall Size: Length -2060.0 mm
Width -1001.0 mm
Seating Height -403.0 mm
Total Height -956.0 mm

Internal Dimensions:

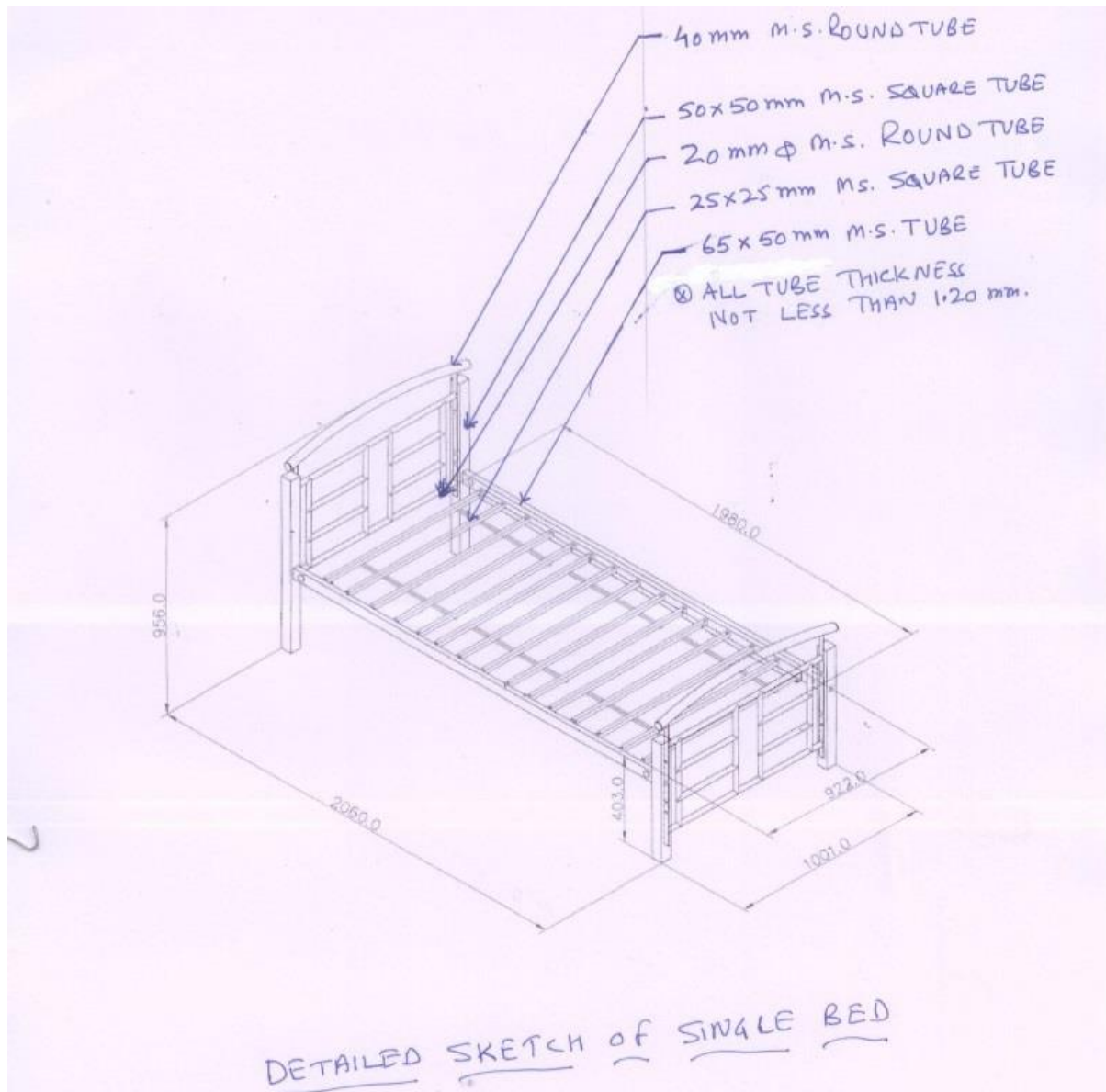
Width -922.0 mm
Length-1980.0 mm

- 2) Material: M.S. Pipe Minimum thickness 1.2 mm(Approved makes (TATA/JINDAL/SAIL/RINL/BHUSAN STEEL)
- 3) Construction: Kockdown Construction with sturdy joints connections.
(Single bed shall come in three pieces (i.e.Head panel, Tail end panel and central bed panel with tubes around welded joints, grinded smooth joints) and then assembled at site with counter sunk bolts from approved makes). All tubes ends shall be closed with M S Plate 1.20 mm thickness. Curved pipes shall be bend with hydraulic bending to required shape. Beds shall come with heavy duty PVC shoe.
- 4) Finish: Epoxy Powder Coated to the thickness of 50 microns(+10) in Textured Black Colour
- 5) Unit Strength: Functional UDL of 240 Kg for 7 days on mattress Top
- 6) Impact: Dop Concentrated Load of 50 kg at 8 edge locations through a distance of 300 mm to create impact on bed top surface with mattress on top
- 7) TESTS: Epoxy powder coating thickness test, M S Tube Tensile tests as per IS, Best make Hardware from approved manufacturers to be got approved from IISER). One sample to be got approved before taking up mass

production.



FINISHED SKETCH OF SINGLE BED (Mattress & pillow are not in scope)

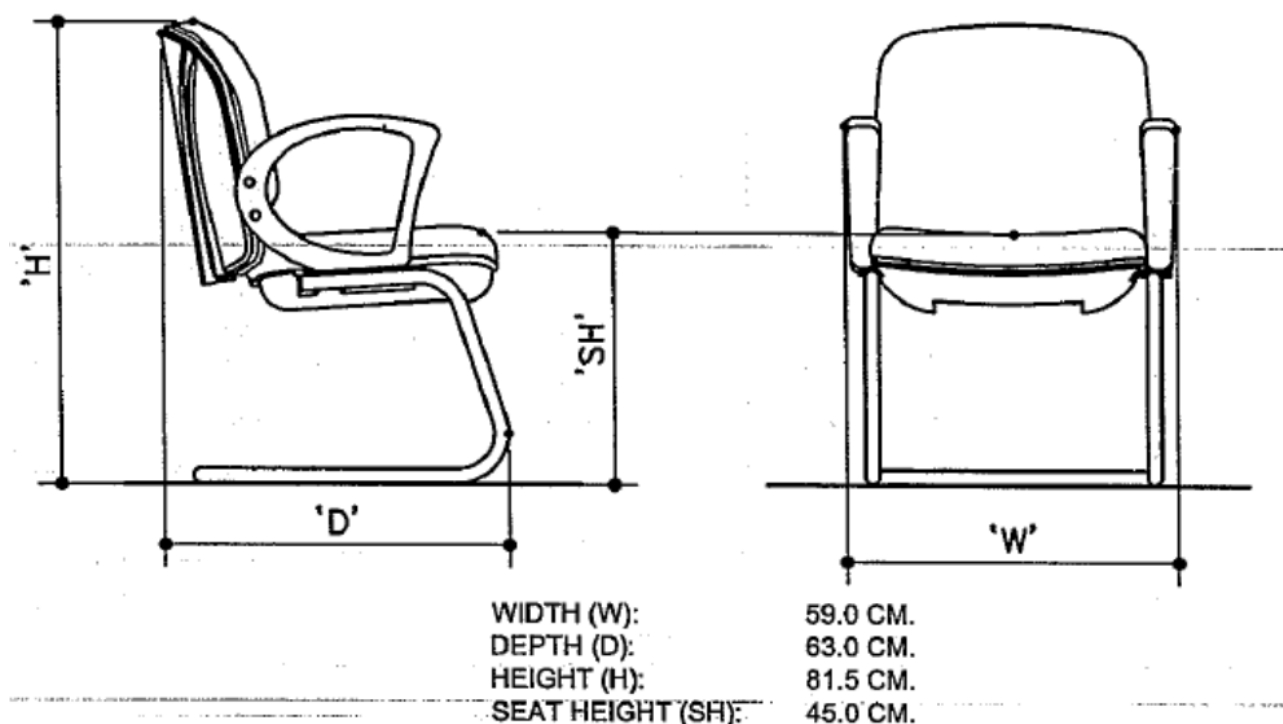


2. SPECIFICATIONS FOR STUDY CHAIR WITH ARMREST QTY : 460 Nos.

- 1) SEAT/BACK ASSEMBLY: The Seat/Back are made up of 1.2 +/-0.1cm thick hot pressed plywood upholstered with heavy duty Fabric and moulded Polyurethane foam together with moulded seat and back covers. The back foam is designed with contoured lumbar support for extra comfort.

MID BACK SIZE -50.0 cm(W) x 49.0 cm (H) SEAT SIZE -50.0 cm(W) x 46.5 cm (D)

- 2) HIGH RESILIENCE(HR) POLYURETHANE FOAM: The HR Polyurethane foam is molded with density = 45 +/-2 kg/m³ and Hardness load 16 +/-2 Kgf as per IS:7888 for 25% compressions. Moulded foam with closed cell structure maintains cushion thickness and ensures uniformity across the lifecycle of the product and consistency in hardness
- 3) SEAT/BACK COVERS: The Seat and Back Covers are injection moulded in black co-polymer polypropylene
- 4) ARMREST : The One piece armrests made of black integral skin polyurethane with 50-70 Shore 'A' Hardness and reinforced with M.S insert. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat/armrest connecting strip assembly made of 0.5 +/-0.05 cm thick HR steel.
- 5) TUBULAR FRAME: The Tubular frame is cantilever type and made of Ø 2.54 +/-0.03 cm x 0.2 +/-0.016cm thick M.S E.R.W tube and black powder coated (DFT 40-60 microns)
- 6) STRUCTURE: All steel structural components should be processed in house and are made from virgin material sourced from Tata Steel/BHUSAN/RINL/JINDAL manufacturer and tested conforming to IS Standards
- 7) POWDER COATING: Epoxy Powder coating minimum thickness 50 micron
- 9) FABRIC: Fabric is selected based on their ability to withstand rubbing on usage and colour fastness to light and water
- 10) TESTS : Finished sample to be got approved before taking up the mass Manufacturing. Required steel & epoxy coating thickness to be carried out.



3. SPECIFICATIONS FOR CHAIR WOODEN WITH CUSHION

QTY : 300 Nos.

Back Rest- The back type is with Back rest with a width of 540 mm with arms and 490 mm without arms max. The back is made up wood veneer with foam back.

Seat- The seat height is at 455 mm with cushion seat.

Understructure- The chair is made of Rubber wood veneer with thickness of the leg 25 mm and width of the leg at 28mm. Overall height of the chair is 850 mm with a max width is 540 mm.

Cushion – Red colour



CHAPTER-5 PRICE SCHEDULE

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9
Sl. No	Item Description	Qty	Unit	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Institute	Installation, Commissioning & training charges, If any.	Gross Total
1	Single Cot	624	Nos					
2	Study Chair with armrest	460	Nos.					
3	Wooden Chair with cushion	300	Nos.					

Total Bid price in _____ words.

Signature of Bidder: Name _____ :

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

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

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

MANUFACTURER’S AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that re binding on the Manufacturer]

Date: [Insert date (as Day, month and year) of Bid submission]

Tender No.: [Insert number from Invitation for Bids]

To: [Insert complete name and address of Purchaser]

WHEREAS

We [insert completer name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

Order placed by <i>{Full address of Purchaser}</i>	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily?	Contact Person along with Telephone no., Fax no. and e-mail address.

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. _____ (Please attached copy)

Vendor's GST No: _____ (Please attached copy)

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.:

PRE CONTRACT INTEGRITY PACT

The specimen of the Pre-Contract Integrity Pact which is part of tender documents is as follows:-

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month ____ 2018 between the Indian Institute of Science Education & Research, Dr. Homi Bhabha Road, Pune-411008 (herein after referred to as ‘BUYER’), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the “ BIDDER / Seller” , which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes to procure Supply & Installation of Hostel Furniture _____ and the BIDDER / Seller is willing to offer / has offered the stores and

Whereas the BIDDER is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and theBUYER is a Department of the Government of India under Ministry of Human Resources performing functions on behalf of the President of India.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or Indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDER

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:

- 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, Consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 2.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the BUYER's Organisation.
- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers on any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized Govt. sponsored Export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or

their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details; including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of BIDDER or any person acting on behalf of BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years -immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS' exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money/Security Deposit

4.1 While submitting commercial bid, the BIDDER shall deposit an amount * _____ (to be specified in RFP) as Earnest Money/ Security Deposit with the BUYER through any of the following instruments:

- i. Bank Draft or a Pay Order in favour of the BUYER payable at location of/specified by the BUYER.
- ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

4.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the Provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

4.4 No interest shall be payable by the BUYER to the BIDDER(s) on Earnest Money/ Security Deposit for the period of its currency.

5. Sanctions for Violation

Any breach of the aforesaid provisions by the BIDDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following action, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money (in pre – contract stage and /or/ Security deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the BUYER to the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest,

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.1 The BUYER will be entitled to take or any of the actions mentioned at para 5.1 (i) to (x) of the Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an

offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

- 5.2 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitors appointed for the purpose of the Pact.

6. Fall Clause

- 6.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Defence/ Public Sector Undertakings/Public sector undertakings/Ministry of Defence and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Defence Public Sector Undertakings/Public Sector Undertaking/Ministry of Defence at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent External Monitor(s)

- 7.1 The BUYER is in the process of appointing independent Monitors (herein after referred to as Monitors), for this Pact in consultation with Central Vigilance Commission.
- 7.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the IISER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat

the information and documents of the BIDDER(s) / Contractor(s) / Subcontractor(s) with confidentiality.

- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BUYER and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the Director IISER, Pune within 8 to 10 weeks from the date of reference or intimation to him by the BUYER and BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Pune.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

11. Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or till the complete execution of the contract to the satisfaction of both the BIDDER and the BUYER, whichever is later.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions

12 The Parties hereby sign this Integrity Pact at_____on_____

BUYER

BIDDER

Name of the Officer

Designation

IISER Pune

Witness

Witness

1. _____

1. _____

2 _____

2 _____

PERFORMANCE SECURITY FORM

(To be executed on non Judicial stamped paper of an appropriate value)

Date :
Bank Guarantee No :
Amount of Guarantee :
Guarantee Period : From to.....
Guarantee Expiry Date :
Last date of Lodgement :

WHEREAS office of the Director, IISER having its office at Dr. Homi Bhabha Road, Pashan, Pune (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the plantation services (“**Plantation Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] Dated: - [*insert date of issue of Tender Documents*]and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Pune for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....
..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating

that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....only)

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the

Power of Attorney Dated: -

[*date of power of attorney to be inserted*]..... granted to him by
the Bank.

Date:

Bank Corporate Seal of the Bank

\By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

Checklist for BIDDERS

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

Envelope-1(Technical-Bid)				
(Following documents to be provided as single PDF file)				
Sl. No.	Documents	Content	File Types	Document Attached
1	Technical Bid	Scan copies of both Tender Fee of Rs.1000/- and EMD of Rs. 3,00,000/-	.PDF	(Yes /No) Pg. No.
2		Format of compliance statement of specification as per Annexure-‘A’	.PDF	(Yes /No) Pg. No.
3		Bid security Form as per Annexure-‘B’(as applicable)	.PDF	(Yes /No) Pg. No.
4		Manufacturer’s Authorization Form as per Annexure-‘C’	.PDF	(Yes /No) Pg. No.
5		Previous Supply Order Format as per Annexure-‘D’	.PDF	(Yes /No) Pg. No.
6		Bidder Information form as per Annexure-‘E’	.PDF	(Yes /No) Pg. No.
7		Blacklist certificate as per Annexure-‘F’	.PDF	(Yes /No) Pg. No.
8		Pre contract integrity pact as per Annexure-‘G’	.PDF	(Yes /No) Pg. No.
9		Performance security form as per Annexure-‘H’	.PDF	(Yes /No) Pg. No.
10		A copy of the Un-priced Commercial bid as per Chapter 5	.PDF	(Yes /No) Pg. No.
11		Solvency certificate for Rs 58.00 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	(Yes /No) Pg. No.
12		Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	.PDF	(Yes /No) Pg. No.
13		Self-Attested copy of GST Number (as applicable)	.PDF	(Yes /No)

				Pg. No.
14		Sample Cot, Wooden Chair and Study Chair		(Yes /No)
15		Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(Yes /No) Pg. No.
16		Document as per Eligibility criteria i) Factory licence ii) Registration with EPF and ESI iii) OHSAS 18001:2007 iv) ISO 14001: 2015 v) ISO 9001: 2015		
Envelope-2(Financial-Bid)				
Sl. No.	Documents	Content	File Types	Document Attached
1	Financial Bid	Price bid should be submitted in PDF Format	.PDF	(Yes /No)

IMPORTANT NOTICE
TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. IISER PUNE WILL PROCESS THE TENDER AS PER IISER PUNE STANDARD PROCEDURES. THE DIRECTOR OF THE INSTITUTE RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. IISER PUNE WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATIONS TO THE AGENCIES WHOSE BIDS ARE REJECTED.

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

Signature of the Tenderer