

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

Open Tender Ref. No: IISER/PUR/0667/20

Date: 09/10/2020

Indian Institute of Science Education and Research, Pune invites online bids (e-tender) in two bids systems, from OEM/Authorized distributors/Authorized dealer for the following.

Brief Details of Tender:

Item Description	Estimate Cost of Tender (Rs).	EMD (Rs).	Tender Fee (inclusive GST @ 18%) (Rs.)
Adobe Creative Cloud for teams - All Apps with subscription of 3 Years.	25,00,000/-	50,000/-	1,180/-

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

Critical Dates of Tender

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	09/10/2020	18.00Hrs
2	Pre-Bid Meeting	15/10/2020	15.00Hrs
3	Bid Submission Start Date	22/10/2020	18.00Hrs
4	Bid Submission Close Date	29/10/2020	15.00Hrs
5	Closing date & time for Submission of original EMD & Tender Fee	29/10/2020	15.00Hrs
6	Opening of Technical Bids	02/11/2020	14.00Hrs

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

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Instructions for Online Bid Submission:

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Financial Bids can be submitted in PDF format (As per Chapter 5).
The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
7. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

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

CHAPTER 1
INVITATION FOR Tender Offers

Indian Institute of Science Education and Research (IISER), Pune invites e-Tender for Procurement of: Adobe Creative Cloud for teams All Apps with subscription of 3 Years.

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 via video conferencing from IISER Pune, Purchase Section, Dr. Homi Bhaba Road, Pashan, Pune – 411008 on 15-10-2020 from 3:00 PM to 4:00 PM (IST). All prospective bidders are requested to kindly submit their queries and request for video conferencing credentials on email ID purchase@iiserpune.ac.in latest by 14-10-2020 2:00 PM. During the 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	09/10/2020	18.00Hrs
2	Pre-Bid Meeting	15/10/2020	15.00Hrs
3	Bid Submission Start Date	22/10/2020	18.00Hrs
4	Bid Submission Close Date	29/10/2020	15.00Hrs
5	Closing date & time for Submission of original EMD & Tender Fee	29/10/2020	15.00Hrs
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Supply means: "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If any charges extra are payable for Installation, Commissioning and training, 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 be submitted only through the same website.

Technical Bid:

1. The online envelope clearly marked as "**Technical Bid - Envelope No. 1**" shall contain the all scanned copies of originals documents in PDF Format.
 - a) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**.
 - b) Compliance statement as per **Annexure- ‘B’**.
 - c) Bid Security/EMD as per **Annexure- ‘C’**.
 - d) Manufacturer authorization as per **Annexure –‘D’**.
 - e) Previous Supply Order List Format as per **Annexure –‘E’**.
 - f) Bidder Information Form as per **Annexure –‘F’**.
 - g) Blacklist Certificate as per **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/ 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.

- j) Technical literature/ leaflets and complete specifications 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 NSIC/MSME
- m) Details of supplies of similar items.
- n) Unprice Bill of Quantities listing all component items.
- o) Scanned copy of Tender Fee & EMD and it is required to be included in the technical bid. The bidder is required to submit the same in original within a sealed envelope at the following address. However; in-case the bidder had deposited EMD and Tender fee electronically, the bidder may only attach the copies of the electronic receipts with the technical bid.

Assistant Registrar (Stores & Purchase)

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

Dr. Homi Bhabha Road, Pashan, Pune– 411008.

Tel: +91-020-25898017/8246; Email: purchase@iiserpune.ac.in

Website: www.iiserpune.ac.in

TENDER FEE & EARNEST MONEY DEPOSIT DETAILS

- a) **Tender Fee of Rs. 1,180/- (One thousand One Hundred Eighty only)** in the form of Demand Draft from Nationalized/scheduled bank in favor of The Director, IISER Pune. The firm registered with NSIC/MSME as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of FEE.
- b) **EMD of Rs.50,000/- (Fifty 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.
- c) **EMD and tender fee amount can be deposited in IISER PUNE Bank account through net banking as mentioned below.**

Name-Indian Institute of Science Education and Research Pune.

Bank-State Bank of India

Branch-NCL Campus Branch, PUNE 411008

Current A/c No. 30042605732

IFSC-SBIN0003552

Exemption from submission of EMD (Only for Indigenous Purchases in INR Only):

Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.

- 1) Khadi and Village Industries Commission (KVIC)
- 2) National Small Industries Corporation (NSIC)
- 3) Any other body specified by Ministry of MSME/GOI. To avail exemption it is mandatory to upload valid certificate.
- d) The firm registered with NSIC/MSME as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item.

- i. The 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. Technical bids **containing any price information** will be rejected

5. Specifications:

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the item quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

6. Compliance Statements:

- a) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE-‘B’.
- b) Similarly, the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure –‘A’, along with quotation (with techno- commercial bid in case of two bid tender system).
- c) The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

Envelope 2 : “Commercial Bid” shall contain:

- i. Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.
- ii. The BIDDERS are requested to quote for Educational Institutional Price for the software, since we are eligible for the same. Duly filled and signed price reasonability certification as per Annexure-‘H’ is required to be submitted with the bid.
- iii. List of deliverables / Bill of materials and services exactly matching with the unpriced BoQ submitted with the technical bid.

Note:

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

- (ii) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals'/their authorized agents

7. IISER Pune may issue corrigendum to tender documents before due date of Submission of bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IISER Pune. The bidder is not supposed to incorporate the amendment in the body of the tender document

8. **BID OPENING**

- a) Technical Bids will be opened on 02-11-2020 at 14:00 Hrs.
- b) Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced later.
- c) Bids would be summarily rejected, if tender is submitted other than through online or **original EMD & tender fee are not submitted within stipulated date and time**. IISER Pune shall not be responsible for any postal delay. EMD & Tender Fee should be deposited before the Tender closing date and time.

9. **Terms of the Technical Committee**

- (i) On the due date the Technical bids will be opened and referred to the Technical Committee which is duly constituted by the Director, IISER, Pune. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.
- (ii) The technical evaluation will be an assessment of the Technical Bid. IISER, Pune representatives will proceed through a detailed evaluation of the Technical Bids as defined in **Chapter IV (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IISER, Pune will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.
- (iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune and this criteria/recommendation will also form as a part of short-listing of the firms.
- (iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IISER, Pune or from other Institutes and also call for Technical presentations / demonstration of proof of concept 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 not be opened and EMD shall be returned.**
- (vii) The successful BIDDER(s) 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 such Solutions/Applications elsewhere, obtaining users views with reference to the earlier supplies. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
- (ix) In the event of seeking any clarification from various BIDDERS by IISER, Pune, the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process, if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

10. **Bid Evaluation:**

Based on results of the Technical evaluation, IISER Pune shall evaluate the Commercial Bid of only 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) 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

PART A : Bidders' Eligibility Criteria

1. Bidder Company/Firm should have a Permanent Account Number (PAN) and a valid GSTIN Registration. Copy of the same to be enclosed with the bid.
2. Company/Firm black listed by Govt State/Central Govt./PSUs/Autonomous Bodies (Central & State) / Banks are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such information comes to knowledge of the institute, IISER Pune shall have right to reject the bid or terminate the contract, as the case may be, without any compensation to the bidder. The bidder shall submit the certificate for this matter in the format as enclosed with the document (refer relevant annexure of the tender document).
3. Only the manufacturer or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format from Original Equipment Manufacturer (OEM) nominating the bidder as authorized Agent to bid / negotiate / conclude the order against this tender, must be enclosed with technical bid (refer relevant annexure of this tender document).

PART B :

1. PREPARATION AND SUBMISSION OF OFFERS:

- a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/Indian Agent. In case of bid by authorized dealer/distributor/Indian Agent, the manufacturer authorization should be attached with the technical bid as per **Annexure-'D'**.

Only one bid per bidder is allowed. One Indian Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian Agent is representing another manufacturer for the same item.

- b) In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, warranty and support obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, warranty and support obligations etc. during the support warranty and post-support/warranty period.
- c) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
- d) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- e) Before the deadline for submission of the bid, IISER PUNE reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on e-Procurement portal (<https://eprocure.gov.in/eprocure/app>) or on IISER PUNE website.
- f) Conditional tenders will be summarily rejected.

2. Delivery Period / Timeliness:

The deliveries & installation must be completed **within 30 Days** after placement of purchase order. The time is the essence of the contract. It is mandatory for the BIDDERS who respond to this bid to meet these expectations, as are tightly linked to IISER, PUNE's plans of completing the project within the time frame.

3. Security Deposit:

- 3.1 Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the purchase order value in the form of Demand Draft/Bank Guarantee (**from scheduled Bank only**) favoring the Director, Indian Institute of Science Education and Research, Pune.

- 3.2 The IISER will forfeit the 10% security deposit if vendor fails to execute the order as per the Purchase Order. This Security Deposit will be refunded to the vendor only on successful installation of the Software and upon completion of the scope of work.
- 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 fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.
5. **Bid Validity Period:**
 - 5.1. The prices must be valid at least for a period of **90 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later
 - 5.2. IISER, PUNE may ask for the BIDDER's consent to extend the period of validity. Such request and the response shall be made in writing only. The BIDDER is free not to accept such request without forfeiting the EMD. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.
 - 5.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
6. **AWARD OF CONTRACT:**
Award Criteria
 - 6.1 IISER, PUNE shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
 - 6.2 If more than one BIDDER happens to quote the same lowest price, IISER, PUNE reserves the right to award the contract to more than one BIDDER or any BIDDER.
7. **IISER Pune Right to vary Quantities at the time of Award:**
 - 7.1. The IISER Pune reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the IISER Pune, the quantities in the contract may be enhanced by 25% within the delivery period.
 - 7.2. Firms which have already supplied similar equipment to IISER, PUNE and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
8. **Fraud and Corruption:**
The IISER Pune requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,
(a) The terms set forth below are defined as follows:

- (i) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) The IISER Pune will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question
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.

- (i) The price of goods quoted should be Ex-Works including taxes already paid.
- (ii) GST and other taxes which will be payable on the goods if the contract is awarded.
 - (a) 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.
 - (b) The installation, commissioning and training charges including any incidental services, if any.
- (iii) The rate of GST applicable to IISER Pune is 5% for the items procured for Research purpose as per Notification No. 45/2017-Central Tax (Rate) New Delhi, 14th November, 2017 and Notification No. 47/2017-Integrated Tax (Rate) New Delhi, 14th November, 2017

2. We are exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.

3. Performance Bank Guarantee:

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

4. INSTALLATION:

- 4.1 BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty / support and thereafter.
- 4.2. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 30 days.

5. INSPECTION:

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

6. Warranty / Support:

- 6.1. The items covered by the schedule of requirement shall carry minimum **Three year of comprehensive warranty and support** from the date of acceptance of the installation by IISER, PUNE. Warranty support shall include free maintenance of the software supplied including free upgrades. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours.
- 6.2. The warranty on the software should cover providing of upgraded version/s, if any, released during the warranty / support period free of cost.
- 6.3. The Software must be supported by a Service Centre in India manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.
- 6.4. The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

- 6.5 **COMMENCEMENT OF WARRANTY PERIOD:**
The warranty period of an item shall commence after the date of its satisfactory installation /commissioning/ demonstration at the project site in IISER, Pune. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.
7. **Reasonability of Prices:**
7.1 The bidders are requested to quote best minimum prices applicable for a premiere Educational and Research Institution.
7.2 The party must give details of identical or similar items, if any, supplied to any IITS/IISERS/ CSIR lab/ Education Research Institute during last three years along with the final price paid and Performance certificate from them.
- Fall Clause:** The commercial offer shall no way exceed the lowest price at which the bidder / OEM sells the similar item with identical specifications to any person / organization during the concurrency of contract.
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 equipments supplied by him.
9. **Payment:** - No advance payments are allowed under any circumstances.

Payment will be made directly to the suppliers by RTGS/NEFT after receipt of the item, tested /inspected and found satisfactory with regard to quality, quantity, and specifications ordered for and after satisfying that the terms and conditions of supply have been fulfilled.
10. **Penalty for delayed Services / LD:**
10.1. As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the IISER will forfeit EMD/SD and also LD clause will be applicable /enforced.

10.2. If the supplier fails to Supply, Install and Commission the software as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

10.3. IISER, PUNE reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.
11. **Jurisdiction:**
The disputes, legal matters, court matters, if any, shall be subject to Pune Jurisdiction only.
12. **Comparison of Bids**

The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid.
IISER Pune is following and resolved to abide by the Public Procurement (Preference to Make in India), Order 2017, DI PP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and 4th June, 2020 and subsequent amendments to the order. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by

them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

13. **Force Majeure:**

The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, 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.

14. **Dispute Settlement:**

IISER Pune and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the IISER Pune or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) In case of Dispute or difference arising between the IISER Pune and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IISER Pune, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

Assistant Registrar (S&P)

CHAPTER 4

SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

Scope of Work

1. The bidder has to deliver Adobe Product licenses certificate in hard copy or create IISER Pune institutional adobe account under Adobe Product License Portal.
2. The payment will be made only after the required usage and support licenses are allocated, activated and demonstrated to designated representative from IISER Pune.
3. The bidder is responsible for delivering license and coordination with Adobe for the product activation. Installation media (if any) is required to be provided for restricted internal circulation / installation at IISER Pune without additional cost.
4. The bidder or it's OEM (Principal) should address license related queries during contract / support period of three years. It is also required to provide the details of support centers and escalation matrix for technical support requests related to the product / software throughout the licensed support period of three years.
5. The license should be delivered, activated and tested at IISER Pune within 30 days from purchase order date. Any software upgrades during licensed support period of three years is to be provided with no additional cost.
6. Tentative quantity of requirement of Adobe software is as follows:

Adobe Part No.	Description	Subscription duration	Qty. Licenses
65272452BB02A12	Adobe Creative Cloud for teams All Apps	3 Years (or 36 Month)	40

CHAPTER-5 PRICE SCHEDULE

PRICE SCHEDULE FOR GOODS –INR

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No	Item Description	Country of Origin	Qty	Unit	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid)	Total price Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of tax already paid) 4x6	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Institute	Installation, Commissioning & training charges, If any.	Gross Total(FOR)
1											
2											
3											

Total Bid price in _____ in words.

Signature of Bidder :

Name :

Note:

The cost of optional items shall be indicated separately.

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

(a)Cost of spares _____

(b)Warranty if being charged include in BoQ

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/manufacture or their own office in India (Please specify)?		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer?		
	c) Whether the agent is registered with NSIC/MSME?		
2.	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable?		

SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No'))	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
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 (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure –'C'		
4.	a) Whether prevailing rates of GST & other govt. levies have been given in quotation?		
5.	Have you mentioned the validity period of the quotation as per our requirements?		
6.	a) Whether the Price reasonability Certificate is submitted with quotation – as per Annexure 'H' (considering the discounts offered to the educational institutes)?		
	b) Whether copies of supply orders of the same item from other customers have been attached with the quotation?		
7.	Have you gone through the specification Clause & complied with the same?		

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
8.	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted?		
9.	a) Whether the delivery period for supply of the items has been mentioned?		
10.	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this?		
11.	a) Do you agree with the payment terms?		No deviation permitted
	b) Do you agree about the date of commencement of warranty / support period & its extension is necessary.		
12.	a) Who will install/commission and demonstrate the software at IISER Pune, FREE OF COST?		
	b) Will it be done within a month?		
13.	Whether you agree to the penalty clause for late delivery & installation?		
14.	a) Whether all the pages of bid documents have been page numbered?		

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

FORMAT OF COMPLIANCE STATEMENT

S. N.	Conditions	Compliance Whether “YES” Or “NO”	Remarks
1	Bidder Company/Firm should have a Permanent Account Number (PAN) and a valid GSTIN Registration. The copy of same is enclosed with the technical bid.		
2	Whether the Bidder Company/Firm is black-listed by Govt State/Central Govt./PSUs/Autonomous Bodies (Central & State)/ Banks?		
3	Whether the Bidder Company/Firm has authorization letter in the prescribed format from Original Equipment Manufacturer (OEM) to bid / negotiate / conclude the order against this tender and the copy of same is attached with the technical bid?		

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 complete name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having registered office at [insert full address], 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 / warranty and support 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 {Full address of Purchaser}	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) : _____

Enclose scan copy of cancelled Cheque.

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST No: _____x

CERTIFICATE
(to be provided on letter head of the firm)

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

PRICE REASONIBILITY CERTIFICATE

(to be printed on letter head of the firm and to be submitted in financial bid envelope)

It is certified that the rates quoted against Tender No. dated
.....for the items vide our Quotation No.
.....dated
..... are exclusively for the supply to ACADEMIC and RESEARCH
Institutions and are not more than as charged to other Govt. /PSU’s entities for similar supplies
made during the last 6 (six) month. It is also declared that this commercial offer shall no way
exceed the lowest price at which the similar items with identical specifications will be sold to
any person / organization till the validity of offer or execution of the purchase order, whichever
is later.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

IMPORTANT NOTICE

<p>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.</p>

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

Signature of the Tenderer

Checklist for BIDDERS

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

Envelope-1(Technical-Bid) (Following documents to be provided as single PDF file)				
Sl. No.	Content	File Types	Document Attached	Please Fill page nos for respective document
1	Scan copies of both Tender Fee of Rs 1180/- and EMD of Rs. 50,000/-	.PDF	(Yes /No)	
2	Format/Questionnaire for compliance as per Annexure-'A'	.PDF	(Yes /No)	
3	Format of compliance statement as per Annexure-'B'	.PDF	(Yes /No)	
4	Bid security Form as per Annexure-'C'(as applicable)	.PDF	(Yes /No)	
5	Manufacturer's Authorization Form as per Annexure-'D'	.PDF	(Yes /No)	
6	Previous Supply Order Format as per Annexure-'E'	.PDF	(Yes /No)	
7	Bidder Information form as per Annexure-'F'	.PDF	(Yes /No)	
8	Blacklist certificate as per Annexure-'G'	.PDF	(Yes /No)	
9	A copy of the Un-priced Commercial bid	.PDF	(Yes /No)	
10	List of deliverables as per Chapter- 4	.PDF	(Yes /No)	
11	Solvency certificate for Rs 10.00 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	(Yes /No)	
12	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	.PDF	(Yes /No)	
13	Self-Attested copy of GST Number (as applicable)	.PDF	(Yes /No)	
14	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	(Yes /No)	
Envelope-2(Financial-Bid)				
Sl. No.	Content	File Types	Document Attached	Please Fill page nos for respective document
1	Price bid should be submitted in PDF and excel Format	.PDF and excel	(Yes /No)	
2	Price Reasonability Certificate as per Annexure-'H'	PDF	(Yes /No)	