

# NOTICE INVITING TENDER (E-Procurement mode)

# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH An Autonomous Institution, Ministry of Human Resource Development, Govt. of India Dr. Homi Bhabha Road,Pashan Pune - 411008. Tel: +91-020-25908017; Email: purchase@iiserpune.ac.in Website: www.iiserpune.ac.in

#### Tender No: IISER/PUR/0534/18

#### Date: 25/02/2019

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

**Item Description**: Three Seater Steel Benches-60 No's

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <u>https://eprocure.gov.in/eprocure/app</u> or Institute website <u>www.iiserpune.ac.in</u> and bid is to be submitted <u>online only</u> 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	25/02/2019	18:00Hrs.
2	Bid Submission Start Date	25/02/2019	18:30 Hrs.
3	Bid Submission Close Date	11/03/2019	15:00 Hrs.
4	Opening of Technical Bids	13/03/2019	15:00 Hrs.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal). Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.



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# 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.5.00 lakh or two works of Rs. 6.00 lakh or one work of Rs. 9.00 lakh during the last three years ending 31<sup>st</sup> March, 2018 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 average annual turnover of the bidder should not be less than **Rs**. **4 Lakhs** during the last three consecutive financial years ending **31**<sup>st</sup> **March 2018** as per profit and loss, balance sheet duly audited by chartered accountant and the same should be attached as a documentary proof.

Gross Annua Turnover	2015-16	2016-17	2017-18

- vi) Should have solvency of **Rs 5.00 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) 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).
- ix) Supply of sample of steel bench 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 (<u>URL:https://eprocure.gov.in/eprocure/app</u>) & Institute website <u>www.iiserpune.ac.in</u>. 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: <u>https://eprocure.gov.in/eprocure/app</u>.

#### **REGISTRATION**

- 1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app</u>) 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.
- 4. The bidder may add rows to include the prices of all components & warranties, installation etc. whichever applicable.
  - 5. 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.
  - 6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - 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.
  - 8. 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.
- 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.



# <u>CHAPTER 1</u>

#### **INVITATION FOR TENDER OFFERS**

# Indian Institute of Science Education and Research (IISER), Pune invites e-Tender for Steel Bench 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.

#### TIME SCHEDULE

Sr.No	Particulars	Date	Time
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Supply means: "Supply, placing and Installation of Steel benches at IISER Pune.

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

# 2. AVAILABILITY OF TENDER:

The tender document can be downloaded from <u>http://eprocure.gov.in/eprocure/app\_and</u> **IISER website** <u>http://www.iiserpune.ac.in/links/tender-notices-and-eoi</u>

# **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) Manufacturer authorization as per Annexure -'B.
  - c) 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 'C'**.
  - d) Bidder Information Form as per Annexure -'D'.
  - e) Blacklist Certificate as per Annexure -'E'.
  - f) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.



- g) 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.
- h) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- i) Undertaking that the successful BIDDER agrees to give a security deposit amounting to 10% of the purchase order value by way of Demand Draft in favor of The Director, IISER Pune.
- j) In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC.
- k) Supply of sample of steel bench as per price schedule needs to be supplied before Bid closing date.
- l) A copy of the Un-priced Commercial Bid. (Please see Chapter-5 Price Schedule)
- m) Duly filled in checklist should be submitted along with the Technical Bid.
- n) The technical bid should contain commercial terms with reference to the tender

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.

- **3.** The technical offer **should not contain any price information**.
- 4. <u>Specifications</u>:

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.

#### <u>Note:</u>

- (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.
- 5. 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

# 6. <u>BID OPENING</u>

a) Technical Bids will be opened on **13-03-2019 at 15:00 Hrs**.

b) Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced later.

# 7. <u>Terms of the Technical Committee</u>

- (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 (<u>https://eprocure.gov.in/eprocure/app</u>).
- (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.

# 8. 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, ergonometric design, aesthetics and finish of the final product.

#### **Technical bid Evaluation:**

- 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, ergonometric 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.

#### 9. Bid Evaluation:



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

- a) IISER Pune shall correct arithmetical errors on the following basis:
  - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
  - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (iii)If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- b) The Vague terms like "packing, forwarding, transportation...... etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. <u>Such offers shall be treated as incomplete and rejected.</u>
- 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.

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



# **CHAPTER-2: INSTRUCTIONS TO BIDDERS**

### **Delivery Period** / **Timeliness**

Items to be supplied within 30 days after placement of 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 / <u>https://eprocure.gov.in/eprocure/app</u> for amendments / modifications which will be binding on them.

# **PREPARATION OF BIDS**

### 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 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.
- 3.3 Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from any Scheduled Bank" only.

#### 4. **Period of validity of bids**

- 4.1. Bids shall be valid for a period of **180 days** from the date of opening the Technical bid.
- 4.2. IISER, PUNE may ask for the BIDDER's consent to extend the period of validity. Such request and the response shall be made in writing only.
- 4.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

#### 5. SUBMISSION OF BIDS

#### **Deadline for submission of Bids**

- 5.1 Bids must be submitted on or before closing date only through Central Public Procurement Portal (<u>URL:https://eprocure.gov.in/eprocure/app</u>)
- 5.2 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

#### 6. **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 and approval of the sample by IISER, Pune.
- 6.2 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.

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

- 7.1. 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.
- 7.2. 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.

#### 8. **Corrupt or Fraudulent Practices**

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

- 8.1. 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.
- 8.2. 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
- 9. 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.

#### 10. **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.

# 11. 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. Steel benches to be supplied within 30 days after placement of 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. <u>Warranty/ Support:</u>

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**

### Three Seater Steel Bench-60 No's

#### Specification for Stainless Steel Bench-

Supply & Installation Stainless steel Perforated three seater bench size 1800 mm x 650 mm x 830mm. Seat & Back made in 1.2mm thick stainless steel Perforated sheet with stainless strip both side in 201 garde steel. Seat height from floor 420mm. Armrest both side of bench in stainless steel 1.1 mm thick in 201 garde steel. Bottom MS box type channel with colour Powder coated (minimum thickness of powder coating 50 micron). Seat & Back finish in Silver colour. Weight of total bench apprx. 28-30 kg. MS Bench rejected.

# Note: 1) Stainless steel grade test report required during delivery.

# 2) Bidder should submit one sample of steel bench before due date.



#### **CHAPTER-5 PRICE SCHEDULE**

#### PRICE SCHEDULE FOR GOODS

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

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

1	2	3	4	5	6	7	8	9
SI. No	Item Description	Qty	Unit	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transporta tion, insurance up to Institute	Installation, Commissio ning & training charges, If any.	Gross Total
1	Three Seater Steel Bench	60	Nos					
2			•					
3								

Total Bid price in \_\_\_\_\_\_ words.

Signature of Bidder: Name :



Annexure-'A'

# FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

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



Annexure-'B'

# **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]



Annexure-'C'

# PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm \_\_\_\_\_

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

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:



Annexure-'D'

# **BIDDER INFORMATION FORM**

Company Name :	
Registration Number :	
Registered Address :	
Name of Partners /Director	
nume of fullerers/Birector	
City :	
Postal Code :	
Company's Establishment Year :_	
Company's Nature of Business	:
Company's Legal Status	1) Limited Company
(tick on appropriate option )	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:	
IFSC NO. (Bank) :	
Branch Address and Branch Code	
Please attach scan copy of cancel	l cheque
Other Details Vendor's PAN No	(Please attach copy)
Vendor's GST No:	
······································	( 0 accach 00 PJ)



Annexure-'E'

# 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.:



# **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 PI	OF file)	
Sl. No.	Technical Bid	File Types	Document Attached
1	Format of compliance statement of specification as per Annexure-'A'	.PDF	( <b>Yes</b> / <b>No</b> )
2	Manufacturer's Authorization Form as per Annexure-'B'	.PDF	( <b>Yes</b> / <b>No</b> )
3	Previous Supply Order Format as per Annexure-'C'	.PDF	( <b>Yes</b> / <b>No</b> )
4	Bidder Information form as per Annexure-'D'	.PDF	( <b>Yes</b> / <b>No</b> )
5	Blacklist certificate as per Annexure-'E	.PDF	( <b>Yes</b> / <b>No</b> )
6	A copy of the Un-priced Commercial bid as per Chapter 5	.PDF	( <b>Yes</b> / <b>No</b> )
7	Solvency certificate for <b>Rs 5.00</b> lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	.PDF	( <b>Yes</b> / <b>No</b> )
8	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	.PDF	( <b>Yes</b> / <b>No</b> )
9	Self-Attested copy of GST Number (as applicable)	.PDF	( <b>Yes</b> / <b>No</b> )
10	Sample of Steel benches		( <b>Yes</b> / <b>No</b> )
11	Tender Terms & Conditions Acceptance signed with official seal is attached	.PDF	( Yes /No )
12	Document as per Eligibility criteriai)Factory licenceii)Registration with EPF and ESIiii)OHSAS 18001:2007iv)ISO 14001: 2015v)ISO 9001: 2015	.PDF	( <b>Yes</b> / <b>No</b> )
	Envelope-2 (Financial-Bid)		
Sl. No.	Financial Bid	File Types	Document Attached
1	Price bid should be submitted in PDF Format	.PDF	( <b>Yes</b> / <b>No</b> )



# **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