

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH

An Autonomous Institution, Ministry of Human Resource Development, Govt. of India.

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TENDER DOCUMENT (SINGLE BID)

Indian Institute of Science Education and Research (IISER), Pune, an autonomous Institute established under Ministry of HRD, Government of India. IISER is devoted to both teaching and research of the highest caliber in a totally integrated way. IISER, Pune would like to **Procurement of Dry Ice**. The Technical Specifications are given in Chapter 4: Schedule of Requirements / Specifications and Allied Technical details are appended herewith.

- Item : **SUPPLY OF DRY ICE**
- Quantity : 17,500 Kg (Nuggets)
- Tender Enquiry No : IISER-PUR-1327-17
- Due Date & Time : 27/02/2018 up to 5.00 PM
(For submission of Bids)
- Opening of Bids : 28/02/2018 at 03.30 PM

Prospective Bidders may submit their offers to The Director, Indian Institute of Science Education and Research, Dr. Homi Bhabha Road, Pashan, Pune – 411 008, India

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CHAPTER-1. INVITATION FOR BIDS

1. Indian Institute of Science Education and Research (IISER), Pune invites sealed tenders for **Supply of Dry Ice** (Nuggets). The Technical Specifications are given in **Chapter 4: Schedule of Requirements/Specifications**.
2. **Contact for information:**
Technical & Commercial contact:
Assistant Registrar (Stores & Purchase)
Indian Institute of Science Education and Research (IISER), Pune
Dr. Homi Bhabha Road, Pashan
Pune - 411 008, India
Tel : +91-020-2590 8017
Email: purchase@iiserpune.ac.in
Website : www.iiserpune.ac.in
3. Supply means: "Supply".
4. **Submission of Bids:**
 - (I) **Place: Purchase Section of IISER, Pune - 411 008, India.**
 - (ii) **Time and Date of Submission: Before 5.00 PM on 27/02/2018**
 - (iii) **Time and Date of opening of Bids: At 03.30 PM on 28/02/2018**

IISER, Pune will not be responsible, for submission / delivery of quotation at wrong places other than the Purchase Section of IISER, Pune - 411 008, India
5. The envelope should be super scribed with our **tender enquiry IISER-PUR-1327-17 due on 27.02.2018** and to be submitted to the address given below so as to reach on or before **05.00 PM on 27.02.2018**.

The Director,

Indian Institute of Science Education and Research (IISER), Pune
Dr. Homi Bhabha Road, Pashan
Pune - 411 008, India
Tel : +91-020-2590 8017
Email: purchase@iiserpune.ac.in
Website : www.iiserpune.ac.in

The envelopes must be super-scribed with the following information:

- Tender Reference Number
- Due Date
- Name of the Vendor

The Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation e.g. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.

The Offer should comprise of the following:

- (i) The offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed

and stamped by the bidder. **Unsigned Tenders will also be rejected.** Failure to comply with this requirement may result in the bid being rejected.

- (ii) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IISER, Pune. The decision of Purchase Committee shall be the guiding factor for selection of the responsive firms.
- (iii) Undertaking that the successful bidder agrees to give a security deposit amounting to 10% of the purchase order value by way of Bank Guarantee / Demand Draft in favor of The Director, IISER, Pune,
- (iv) Duly filled in Bid with proper seal and signature on each page of the bid should be submitted and the same should accompany with complete specifications, Manufacturer's name, address and relevant Technical Literature / Brochures with warranty Terms.
- (v) Agreements / Purchase Orders / Completion certificates if any, for similar works in other Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
- (vi) GST No. and PAN 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 bid.
- (vii) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (viii) Compliance sheet with any deviation with reference to the terms and specifications.
- (ix) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate without any problem.
- (x) Duly filled in checklist as per Chapter 6 should be submitted along with tender.
- (xi) The Bidders are requested to quote for Educational Institutional Price for Equipment and software, since we are eligible for the same

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.

6. Date of opening the Bids.

Bids will be opened on - 28/02/2018 at 03.30 PM at:
Indian Institute of Science Education and Research (IISER), Pune
Dr. Homi Bhabha Road, Pashan
Pune - 411 008, India
Tel : +91-020-2590 8246
Email: purchase@iiserpune.ac.in
Website : www.iiserpune.ac.in

The bids will be opened in the presence of the bidders on the specified time and date. Bidders/Agents who have responded to the tender only will be allowed to be present.
No camera mobiles / mobiles are allowed during tender opening.

Note : IISER , Pune is requesting only Single Bid (Technical Specification and Price together) the Bidders must be extremely careful about the requirement mentioned in the tender and submit their quotes accordingly. Any shortfalls found during the tender evaluation such bids will be

rejected without seeking any further clarifications from the bidders. Since it is a single bid any further clarification will cause/draw objections from other bidders.

All the bidders should quote their offer as per “Chapter - 5 Price Schedule” for uniformity.

7. Purchase Committee

The Purchase Committee will evaluate the tenders and may also nominate some external/expert members, in the interest of IISER, Pune.

8. Terms of the Purchase Committee

- (i) A committee duly constituted by the Director, IISER, Pune will go through the bids and recommend firms that are meeting all the specifications of the Tender. The recommendation/decision of the purchase committee is the final and binding on all the parties.
- (ii) Purchase Committee will proceed through 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 purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune.

9. Comparison of Responsive bids:

- (i) After opening the bids, the responsive offers will be tabulated with reference to the specification.
- (ii) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order subject to availability of funds.

The bid can be submitted in person or through post/courier (IISER will not be responsible for delayed / late quotations submitted / sent by Post / Courier etc. resulting in disqualification/ rejection of any bid) so as to reach IISER on or before the due date and time. Fax / E-mail tenders will not be considered unless it is asked for. The bidders' authorized representative can attend the bid opening.

10. No request for extension of due date will be considered under any circumstances.

11. No sub-contracting is allowed with regard to installation, warranty maintenance and after sales service.

12. 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

Delivery shall be made twice in a week as per mail received from End Users at the desired location of IISER Pune. 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.

Locations for the Supply:

Supply of Dry Ice (Nuggets) covered by this document is required to be supplied at IISER, Pune.

1. Eligible Bidders

- 1.1 This invitation for bids is open to all bidders who are in the business of supply & maintenance services or bidders who are in business of similar nature for at least three years.
- 1.2 IISER, PUNE reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.
- 1.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.4 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.
- 1.5 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.6 Based on the list of installations provided by the bidder, IISER, PUNE will have its option to obtain details of the installations, their performance, after sales services etc. for evaluation of the tender, directly from the concerned organizations
- 1.7 The tenders must be clearly written or typed without any cancellations/ corrections or overwriting.
- 1.8 Firms which have already supplied 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.
- 1.9 Conditional Offers will not be considered.
- 1.10 IISER, PUNE will not provide any accommodation/transportation for the engineers/ representatives for attending installation. It is the absolute responsibility of the supplier to make their own arrangements.
- 1.11 The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.

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.

PREPARATION OF BIDS

3. Period of validity of bids

- 3.1. Bids shall be valid for a period of **90 days** from the date of opening the Technical bid.
- 3.2. 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. A bidder agreeing to the request for extension will not be permitted to modify his bid.

4. Submission of Bids

Bids must be received by IISER, PUNE before the time & date at address specified in the tender. In the event of specified date for the submission of bids being declared as a holiday for IISER, PUNE, the bid-closing deadline will stand extended to the next working day. No communication is required in such cases.

5. Late Bids

IISER, PUNE will not be responsible:

- 5.1 For delayed / late quotations submitted / sent by post / courier etc.
- 5.2 For submission / delivery of quotations at wrong places other than the Purchase section of IISER, Pune.
- 5.3 Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- 5.4 Any bid inadvertently received by IISER, PUNE after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the bidder.

AWARD OF CONTRACT

6. Award Criteria

- 6.1 IISER, PUNE shall award the contract to the technical 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. Purchaser's Right to vary Quantities at the time of Award

IISER, PUNE reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.

8. **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. **Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, IISER, PUNE's interpretation of the clauses shall be final and binding on all parties.**

CHAPTER - 3 : CONDITIONS OF CONTRACT

1. Price

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. The price criteria should be on F.O.R., IISER PUNE. Govt. Levies like GST, if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, if any.
- 1.3. Necessary Certificate for concessional GST will be provided by IISER Pune, if required (As per Government of India Notification 45/2017 and 47/2017).
- 1.4 GST registration No. should be mentioned on the quotation.

2. Services

- 2.1. Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.

3. Delivery Schedule

- 3.1. Delivery shall be made twice in a week on Monday and Thursday at the desired locations of IISER Pune.
- 3.2. Supply should not be start until the Vendor receives a firm order.

4. Indemnity

The vendor shall indemnify, protect and save IISER, PUNE against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipments supplied by him.

5. Freight & Insurance

The equipments to be supplied will be insured by the vendor against all risks loss or damage from the date of shipment till such time it is delivered at IISER, Pune site.

6. Payment

- 6.1. No advance payments are allowed under any circumstances.
- 6.2. The payment will be received against every invoice for the supply received in good condition within 30 days.

7. Penalty for delayed Services / LD

- 7.1. As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to, LD clause will be applicable /enforced.
- 7.2. If the supplier fails to Supply, Install as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date.

Such money will be deducted from any amount due or which may become due to the supplier.

7.3. IISER, PUNE reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

8. **Jurisdiction**

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

9. **Force Majeure**

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.

10. **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 (Stores & Purchase)

CHAPTER 4 -
Schedule of Requirements, Specifications and Allied
Technical details

| Sr. No. | Description of the Item | Quantity | Unit |
|----------------|--------------------------------|-----------------|-------------|
| 1 | Supply of Dry Ice (Nuggets) | 17,500 | Kg |

Note:-

Delivery shall be made twice in a week on Monday and Thursday at the desired locations of IISER Pune.

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

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 | <u>Supply of Dry Ice</u> | | 17,500 | Kg (Nuggets) | | | | | | | |

Total Bid price _____ in words.

Signature of Bidder : Name

Note:-

Delivery shall be made twice in a week on Monday and Thursday at the desired locations of IISER Pune.

CHAPTER – 6 : Checklist: Eligibility Criteria for Bidders

Bidders to indicate whether the following are enclosed by striking out the non-relevant option.

| | | |
|-----|--|--------------|
| (a) | Self Attested copy of GST No as applicable | (Yes / No) |
| (b) | Agreements / Purchase orders / Completion certificates, if any, from the clients for whom similar supply has been made by the bidder in last three years | (Yes / No) |

IMPORTANT NOTICE

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

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

Signature of Bidder