

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA

(An Autonomous Institute under Ministry of HRD, Deptt. of Higher Education, Govt. of India)
PO: MOHANPUR, DIST. NADIA, PIN - 741246, WEST BENGAL, INDIA
E-Mail: purchase@iiserkol.ac.in

REF. NO. IISER-K/GEM/563/P/DCS/24-25

महत्वपूर्ण जानकारी/ IMPORTANT INFORMATION

एनआईटी संदर्भ सं / NIT REF. NO.	:	IISER-K/GEM/563/P/DCS/24-25
निविदा प्रकार / TENDER TYPE	:	OPEN BID
कवर की संख्या / NO. OF COVER		TWO COVER SYSTEM
CONTACT INFORMATION	:	Designated Officer: Assistant Registrar Department: Store & Purchase Department IISER KOLKATA, MOHANPUR CAMPUS, NADIA, 741246, WEST BENGAL Email ID: purchase@iiserkol.ac.in WEBSITE: https://www.iiserkol.ac.in/

All intending bidders are requested to read the tender documents carefully and quote accordingly with proper relevant documents. Bidders are requested to upload only relevant document as per the tender terms and conditions and required specification. The competent authority has the right to ask the technical clarification and price justification from the selected bidder. Group wise evaluation will be made. Bidder should upload details technical quotation along with the specification, brand, purity of the offered items as applicable.

GENERAL TERMS AND CONDITION

- Bidders should be the original manufacturer or an authorized dealer. For the later, Letter of Authorization from original manufacturer on the same and specific to the tender should be enclosed. An authorized dealer is strongly discouraged to authorize another dealer to quote on their behalf.
- 2. The OEM/authorized dealer must have service support team for providing the after sale service for warranty and onsite service near IISER Kolkata, preferably at Kolkata.
- 3. Bidder must have supplied similar GOODSs/ goods of equal value or more to any Govt. organization. Copy of valid order to be enclosed along with the technical bid.
- 4. Bidder will be responsible for delivery of the goods within the given delivery period
- 5. Data/Specification sheet of the quoted model must be attached along with technical bid.
- 6. Technical compliance sheet with point wise explanation of the Specification as per **Annexure-VI** must be attached along with technical bid.
- 7. Bidder should upload the details of company profile along with technical and financial credibility as following:
 - Current Trade License, Incorporation Certificate (if Applicable)
 - Company PAN Card,
 - GST Registration certificate,
 - up to date P-Tax Challan,
 - ITR and Profit and Loss statement with Balance Sheet for Last Three Financial Year etc.
 - Details Office Address with the details of contact person
 - Past Experience of Similar nature of Job in Government Organization.

A. BID VALIDITY:

The quoted price shall be valid for a period of 180 days from the date of financial bid opening of the tender. The institute may issue the order within 180 days from the date of opening of financial bid i.e. within the period of bid validity.

- **B. DELIVERY** The delivery of the consignment(s) is/are required to be made within 20 days from the issue of the Purchase Order.
- **C. PRICES:** The price should be quoted on Door **Delivery IISER Kolkata** basis including applicable Taxes, Charges etc. The bidder shall also show the amount of each item, the total of each section and the grand total of the whole tender.

D. PERFORMANCE SECURITY:

The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank /Schedule Bank for an amount of 05 (five) percent of the order value within 10 days from the date of installation and should valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty. Compliance sheet of the Performance Security are mentioned in the specification.

The Performance Security will be forfeited and credited to the Institute's account in the event of a breach of contract by the supplier. The decision of the Competent Authority of IISER Kolkata in this respect will be final and binding on all the stake holders. Performance Security may be refunded to the supplier without interest, after it duly performs and completes the contract in all respects.

- **E. PAYMENT:** The payment will be made within 30 days after completion of the successful installation, commissioning, demonstration of the whole system, imparting training. In case of Purchase Order value is equal or more than Rs. 5 Lac, Performance Security @5 of total Order value valid till 2 months beyond warranty period from the date of installation should be submitted before release of the payment.
- F. INSTRUCTION FOR BILL SUBMISSION: The bill must be submitted in original with sign and seal/ e-invoice along with original challan as applicable, proof of delivery of the items at IISER Kolkata (bill/challan with security stamp, date given at the gate entrance or tracking report in case of courier), copy of full order, amendment order, order in respect of delivery extension, copy of Performance Bank Guarantee (if applicable) already submitted and any other relevant document.

Additionally in case of non-recurring items, warranty and installation certificate as per order clearly mentioning the order reference, items installed and the deceleration confirming satisfactory installation and working status of the items, must be submitted

1. Advance payment: No advance payment shall be made.

G. BANK CHARGES:

- 1. For Foreign Procurement: All the bank charges inside India like LC opening Charges, TT Charges etc is to be charged to IISER Kolkata's Bank Account and outside India charges is to be charged to the beneficiary's account.
- 2. For Indigenous Procurement: NEFT/RTGS/Out Station Bank Charges etc. to the beneficiary account.

H. SUPPORTING GOODS:

If GOODS will require indigenous supporting instruments/accessories (computer, printer, online UPS etc.) at the time of the installation, the same should be quoted in separate quotation.

I. SERVICE FACILITY:

Supplier should mention about the possible service set up in India and how capable they are to provide after sales service.

J. DUTIES

IISER Kolkata is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only.

- 1. Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)
- 2. Forwarder details i.e. Name, Contact No., etc.
- 3. Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable
- 4. Supply Order Copy
- **5.** Proforma -Invoice Copy.
- **K.** Institute may provide Customs Duty Exemption Certificate in terms of Notfn. No.51/96-Customs dt. 23.07.1996 against proforma invoice.
- L. AGENCY COMMISSION: No agency commission will be paid.

M. SITE PREPARATION:

The supplier shall inform the Institute about the site preparation, if any, needed for the installation of GOODS, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the GOODS, which the Institute should arrange before the arrival of the GOODS to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site where the GOODS is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

N. DOWNTIME:

During the warranty period if the problem is not resolved within three working days, a penalty will be imposed. Downtime will be counted from the date and time of the filing of complaint within the business hours.

O. AFTER SALES SERVICE:

After sales service should be provided satisfactorily as per the requirement of the Institute.

P. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER:

The Institute has adopted and will comply with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and subsequent revised orders issued from time to time. Accordingly preference will be given suppliers as defined in the aforesaid order. The various categories of suppliers defined in the aforesaid order are reproduced below.

"Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly the suppliers will be classified in following categories.

i) Class I local supplier – has local content equal to more than 50%

ii) Class II local supplier – has local content more than 20% but less than 50%

iii) Non -local supplier - has local content less than or equal to 20%

Verification of Local Content: The Class I Local Supplier /Class II Local Supplier/Non Local Supplier at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification that the items offered meets the local content requirement as the case may as per **Annexure-VII.** The details of the location(s) at which the local value addition is made also needs to be mentioned. In case of procurement in excess of Rs.10 crores, the suppliers shall be required to submit a certificate towards percentage of local content from the authorities as stated in the aforesaid order in the technical bid itself.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Q. Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020:

The Institute has adopted and will comply with Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). If applicable, relevant supporting document is required to be submitted in the technical bid itself.

R. DISPUTES AND JURISDICTION:

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata, West Bengal.

S. FORCE MAJEURE:

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's 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 Purchaser 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 Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser 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.

T. LIQUIDITY DAMAGES:

1% per week of the order value will be applicable for belated supply towards liquidated damages subject to maximum of 10% beyond the due date. Such amount will be deducted from any amount due or which may become due to supplier.

The condition regarding the execution of LD Clause as mentioned above is given bellow

- 1) For Indigenous Order: Delivery/Installation from the date of issue of Purchase Order
- 2) For Foreign Order:
 - a) If the payment term is TT, delivery period will be counted from the date of issue of Purchase Order.
 - b) If the payment term is LC, delivery period will be counted from the date of establishment of LC.

U. RESOLUTION OF DISPUTES:

The dispute resolution mechanism to be applied pursuant shall be as follows:

• In case of Dispute or difference arising between the Purchaser 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, Indian Institute of Science Education and Research (IISER) Kolkata and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him 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.

• In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the order is issued.

V. GOVERNING LANGUAGE

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

W. TERMINATION FOR DEFAULT

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- 2. If the Supplier fails to perform any other obligation(s) under the Contract.
- 3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this Clause:
 - 1) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 2) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

• In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the not terminated

ANNEXURE-I

निर्माताओं के स्वचालन फार्म का प्रारूप

FORMAT OF MANUFACTURERS' 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 are binding on the Manufacturer].

Tender Ref. No with Date:

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To	
The Director	
Indian Institute of Science Education and Research Kol	kata
Mohanpur- 741 246, Dist. Nadia, West Bengal	
Dear Sir:	
We	who are established and reputable Manufacturers
of	having factories / office at
	(address of factory/office) do hereby
certify that	(111 111 111 111 111 111 111 111 111 11
(Name of the Authorized Dealer) is our authorized	d dealer to quote against your tender enquiry no
(Hame or the Flation Lee Flation) is continued to	dated
We hereby extend our full guarantee and warran	ty in accordance with the Ceneral Conditions of
Contract, with respect to the Goods / Services offered	by the above authorized company.
	Yours faithfully,
	Name of the Signatory:
	Contact Number
	Name of Manufacturer
	Seal and Signature
	Scal and Signature

ANNEXURE-II

निविदा की स्वीकृति / **ACCEPTANCE OF TENDER** (TO BE PRINTED ON ORGANIZATION LETTER HEAD)

Tender Ref. No.:
То
The Director
Indian Institute of Science Education and Research Kolkata
Mohanpur- 741 246, Dist. Nadia, West Bengal
I/ We (name and designation of the bidder) on behalf of
(name of the organization/company) have downloaded /
obtained the tender document(s) for the above mentioned 'Tender from the website(s) namely
https://eprocure.gov.in/eprocure/app. I/ We hereby certify that I/ we have read the entire terms and
conditions of the tender documents from Page No to (including all documents like
annexure(s), schedule(s), specification terms and condition etc.), which form part of the contract
agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein. The
corrigendum(s) issued from time to time by your organization have also been taken into consideration,
while submitting this acceptance letter.
I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) /
corrigendum(s) in its totality / entirety. I/ We do hereby declare that our organization/company has not
been blacklisted/ debarred by any Govt. Department/Public sector undertaking. I/ We certify that all
information furnished by the our Firm is true & correct and in the event that the information is found to
be incorrect/untrue or found violated, then your department/ organization shall without giving any
notice or reason therefore or summarily reject the bid or terminate the contract.
(Signature of the Authorized Person with Organization Seal)
Designation with Contact No:
Company Name:

ANNEXURE-III

सेवा समर्थन विवरण (सरकारी। संगठन/ विभाग की सूची) SERVICE SUPPORT DETAILS (LIST OF GOVT. ORGANIZATION/DEPARTMENT)

List of Government Organizations for whom the Bidder has undertaken such work during last						
three years (must be supported with supply orders)						
Name of the organization	Name of Contact Person/ User with Designation	Year of Supply/Installation	Order Value			

(Signature of the Authorized Person with Organization Seal)

Designation with Contact No:

Company Name:

To

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA

ANNEXURE-V

निष्पादन सुरक्षा फ़ॉर्म / **PERFORMANCE SECURITY FORM** MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

The Director
Indian Institute of Science Education and Research Kolkata Mohanpur- 741 246, Dist. Nadia, West Bengal
WHEREAS
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the Day of
(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

GEM BID DOCUMENTS

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

FOR PURCHASER
Signature
Name
Designation
Date

ANNEXURE-VI

SPECIFICATION OF THE ITEMS

SL	Items	Packet Size	Quantity	Unit
1	DMSO – D6 – 99.9%	20G	10	Bottles
2	DEUTERIUM OXIDE – 99.9%	10G	10	Bottles
3	3 CHLOROFORM D – 99.9%		40	Bottles
4	TETRAKIS PALLADIUM – 99.9%	30G	1	Bottles
5	PALLADIUM ON CARBON 10% – 99.9%	10G	3	Bottles
6	4 – NITRO - α, α, α – TETRABROMO – Ο – XYLENE – 99%	30G	1	Bottles
7	Tris (di benzylideneacetone) dipalladium (o) – 99%	25G	1	Bottles
8	2-lodo-1,1'-biphenyl – 99%	10G	10	Bottles
9	6-Phenylphenanthridine-3,8-diamine – 99.5%	10 G	1	Bottles
10	Pd2(DBA)3 - 99.5%	25G	1	Bottles
11	ROTA EVAPORATOR CONDENSER	1	1	Bottle
12	TLC CHAMBER	10	10	Bottles

(संगठन सील के साथ प्राधिकृत व्यक्ति के हस्ताक्षर)

(Signature of the Authorized Person with Organization Seal)

पदनाम / Designation:

संपर्क नंबर / Contact No:

कंपनी का नाम / Company Name:

value addition.

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA

ANNEXURE-VII

SELF DECLARATION [FOR LOCAL CONTENT OF PRODUCTS, SERVICES OR Works] (On company letter head)

TO THE DIRECTOR INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA MOHANPUR-741246, DIST. NADIA, WEST BENGAL Tender Reference Number: 1. With reference to Order no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier(please tick the correct category) for the items for which this tender has been floated and the bids are being submitted. Class I local supplier – has local content equal to more than 50% Class II local supplier – has local content more than 20% but less than 50% Non –local supplier – has local content less than or equal to 20% 2. We are solely responsible for the abovementioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may can be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. 3. Detail of the location(s) at which the local value addition is made: (Signature of the Authorized Person with Organization Seal) Note: 1) In case of procurement value more than 10 crores, this certificate is to be issued by Statutory Auditor/Cost Auditor/ practicing Cost Accountant / practicing Chartered Accountant as applicable as per the aforesaid order). 2) The bidders offering the imported product will fall under the category of Non-local suppliers. They can't claim

themselves as class-I local suppliers/Class-II local suppliers by claiming the service such as transportation, insurance, Installation, commissioning, training and after sales service support like AMC/CMC etc. as local

IISER-K/GEM/563/P/DCS/24-25

ANNEXURE-VIII

FORM OF BID-SECURING DECLARATION

(To be printed on Organization Letter Head)

To
The Assistant Registrar (Store & Purchase Section)
Indian Institute of Science Education and Research Kolkata
Mohanpur Campus, Nadia, 741246, West Bengal

Tender Ref. No. Dated _____

We, the undersigned herby certify that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit a performance security before the deadline defined in this tender document, we will be suspended for the period of 3 years from being eligible to submit Bids for contracts for which tenders are floated by the Institute.

Dated this _____ day of _____

For and on behalf of M/s.

Address:

Signature