

TERMS AND CONDITIONS OF TENDER

- The Contracting agency / Firm / Company should have its office in Pune or Mumbai.
- Scanned copy of Tender Fee and EMD in favour of The Director, IISER Pune must be uploaded with the Technical Bid.
Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents in support of their claim.

Tender Fee, EMD OR photocopies of the Exemption Related Certificates / Documents also needs to be submitted in a sealed envelope by due date at the following address with covering letter having tender details :

Assistant Registrar (S&P)
Indian Institute of Science Education and Research Pune
Dr. Homi Bhabha Raod, Pashan
Pune-411008
Tel: 020 2590 8017 / 8246
Email: purchase@iiserpune.ac.in

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

Tender received without Tender Fee, EMD OR Exemption Related Certificates / Documents as per requirement will be summarily rejected.

- At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc. Tenderer who submits Financial Bid with Technical Bid shall be disqualified. Bidders technically disqualified shall be intimated.
- The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. In case of multiple tenderer emerging as Lowest I (L I), the contract shall be then awarded to the tenderer amongst L I with highest average annual turnover of last three years.

- The tender is not transferable under any circumstances.
- Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- Tender in any form other than the prescribed form issued by IISER Pune shall not be considered and will be summarily rejected.
- Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.

2. SECURITY DEPOSIT

- (i) Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the work 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.
 - (ii) The IISER will forfeit the 10% security deposit if vendor fails to execute the order as per the Work Order. This Security Deposit will be refunded to the vendor only on successful completion of the contract.
 - (iii) Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.
 - (iv) The 10% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of contract.
- In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below:-
 - (i) 20% of cost of order/ agreement per week, upto four week's delay.
 - (ii) After four weeks delay the Institute may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/ security deposit may also be forfeited, if so warranted.

4. PERIOD OF CONTRACT:-

The award of work is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) on the basis of service rendered by the agency. The rates quoted should be valid for a period of 3 years.

GENERAL TERMS AND CONDITIONS

1. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of the tender.
- 2.
3. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this Institute on stamp papers of appropriate value. The cost of the stamp paper shall be borne by the successful tenderer.
4. The Director, IISER Pune shall have absolute right and authority for the suspension/ revocation of security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
5. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of award letter for every week or part thereof for the delay in the commencement of the contract.
6. The decision of the Director, IISER Pune with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Director, IISER Pune reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
7. The contract cannot be transferred or assigned by the contractor to any other person/ firm.
8. Contractor shall pay GST, at the rates as applicable from time to time.
9. IISER Pune Right to vary Quantities at the time of Award:
10. The IISER Pune reserves the right at the time of Contract award to increase or decrease the area quantity of 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 area/ quantities in the contract may be enhanced by 25 % within the contract period.
11. **Fraud and Corruption:**
The IISER Pune requires that bidders, suppliers, and contractors, if any, observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy,
(a) The terms set forth below are defined as follows:

- (iii) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (iv) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (v) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
- (vi) **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

19. 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.**

- The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS on the total bill as per provision of the Income Tax Act, or as applicable from time to time.
- The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

20. TERMINATION OF THE CONTRACT :-

The contract may be terminated in any of the following contingencies:-

1. On giving one month notice by IISER Pune. OR
2. On the expiry of the contract, without any notice. OR
3. On giving one month notice by IISER Pune at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. OR
4. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third party for sub-letting the whole or a part of the contract to any third party. OR
5. On contractor being declared insolvent by the competent Court of Law without any notice.
6. The contract can be terminated at any point of time without assigning any reason in between, if it is found that the services rendered by the agency are not satisfactory.

In case of termination of contract on the grounds mentioned at Sr. No 3 & 4 above OR in case of contractor decides to conclude the contract before the expiry of initial twelve months contract period, the Institute shall forfeit the Bank guarantee and the contractor shall not have any claim/right against the Institute.

In case of extension beyond initial period of one year, contractor will have an option to conclude the contract by giving three months notice in writing during the contract period.

Provided that during the notice period for termination of the contract, in the situation stated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

21. **LAST PAYMENT:** The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.
22. **JURISDICTION :** The contract will be subject to Pune Jurisdiction, In case of any dispute, only Pune Court will have jurisdiction.

Director