



राष्ट्रीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, भुवनेश्वर

(परमाणु उर्जा विभाग, भारत सरकार का एक स्वयं शासित संस्थान)

NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, BHUBANESWAR

(AN AUTONOMOUS INSTITUTE UNDER DEPT. OF ATOMIC ENERGY, GOVT. OF INDIA)

GENERAL TERMS AND CONDITIONS OF TENDER



NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, BHUBANESWAR

Instruction for Online Bid Submission

The details of tender notification can be downloaded from <https://eprocure.gov.in/eprocure/app> or Tender Free View Link from NISER Website <https://www.niser.ac.in/content/tender>.

1. Vendors should obtain the USER ID and PASSWORD from **CPP Portal** by clicking on “<https://eprocure.gov.in/eprocure/app>” link in the homepage.
2. For further details on e-Tender participation, please contact Help desk as mentioned below:-
 - Telephone: **0120-4200 462/ 0120-4001 002/ 0120-4001 005/ 0120-6277 787**
 - Email: **support-eproc(at)nic(dot)in**.
3. Tenders should be submitted only through **CPP portal** and obtain the Tender Acknowledgement copy as a proof of successful submission.
4. Tender documents for viewing only are also available in NISER web-site address: www.niser.ac.in.
5. All corrigendum and addendum will be published on NISER website and CPP Portal.
6. NISER is publishing all its public and limited tender on NISER website.
7. **For any query regarding tender terms & conditions please send email to spo@niser.ac.in.**

The Institute can provide following documents.

1. **Custom Duty exemption certificate. (for custom duty @5.15%)**
2. **GST exemption certificate. (for GST @ 5%)**

**Sd/-
FIC (Stores & Purchase)**

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. 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. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile. 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 DSC's to others which may lead for misuse. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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. 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 / email in case there is any corrigendum issued to the tender document. 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

Bidder should take into account any corrigendum published on the tender document before submitting their bids. 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.

STANDARD TERMS & CONDITION FOR INVITING E-TENDER

1. Director, National Institute of Science Education & Research, Jatni (NISER) invites E- Tenders for **the items (mentioned in the e- tender documents)** from the Manufacturer and their authorized reseller only having following credentials.
 - A. Should have satisfactorily completed **03 similar supply** (at least one of them in Central Government/Central Autonomous Body/Central PSU)
 - B. Similar or Similar Nature of work means** Supply & Installation of **the items (mentioned in the e-tender documents)** for any of the following :
 - a) **Government/Autonomous Institutions**
 - b) **Government Research Centres**
 - c) **Universities**
 - d) **Autonomous/Reputed Private Research Centres**
 - e) **Purchase Orders / Completion certificates if any, for supporting above requirements.**

The Bidders are requested to give detailed tender in the prescribed forms in the format given.

2. For Information regarding Commercial & all other Terms & Conditions:

Dr. Chandra Shekhar Purohit

FIC (Stores & Purchase)

National Institute of Science Education & Research, Jatni

E-mail- spo@niser.ac.in

3. Supply means:

“Supply, Installation, Commissioning and satisfactory demonstration of the mentioned items/ equipments”.

4. Tender Document:

a) Tender documents contain following:

- i. Detail tender documents in PDF to read & download only.
- ii. The following documents needs to be filled mandatorily:-
 - Tender Notice (PDF)
 - Tender Document (PDF)
 - Financial Bid (Excel)

All parts are mandatory to download, fill & to be submitted in CPP Portal.

- b) The purpose of certain specific conditions is to get or procure best product/service etc. for NISER. The opinion of Technical Committee shall be the guiding factor for technical short listing.
- c) The earnest money deposit as indicated against the item should be sent by post so that it reaches on or before the opening of the technical bid for e-tender system in the form of Account Payee. Bank Draft payable on any branch of Nationalized/Schedule Bank at Bhubaneswar/ Jatni in favor of “**Director, National Institute of Science Education & Research, Bhubaneswar**”, in a separate sealed envelope. All tenders submitted without requisite amount of earnest money shall be rejected and their technical and financial bids shall not be opened. No interest is payable on EMD. The EMD will be returned to the bidders(s)/Agents whose offer is not accepted by NISER within one month from the date of the placing of the final order(s) on the selected bidder(s). In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee (if applicable). However, if the return of EMD is delayed for any reason, no interest /penalty shall be payable to the bidders.

EMD EXEMPTION:

BID SECURITY DECLARATION TO BE PROVIDED INSTEAD OF EMD (SCAN COPY TO BE SUBMITTED ALONG WITH THE VENDOR DECLARATION AND TENDER DOCUMENTS)

The bidder shall be suspended:

If the bidder withdraws the bid during the period of bid validity specified in the tender. In case a successful bidder fails to furnish the Performance Bank Guarantee.

Performance Bank Guarantee: (IF APPLICABLE)

Within ten (10) days of the award of contract, the vendor shall furnish a Performance Bank Guarantee amounting to 3% of the purchase order value in the form of Bank Guarantee in favour of “The Director, National Institute of Science Education & Research”, Jatni valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. BG should be from any Nationalised/ Scheduled bank in India.

Following documents needs to be uploaded on E-Tender portal.

- a) If the bid is for branded makes, authorization letter from principals clearly indicating that the vendor is the competent authority to sell and provide services towards the items mentioned in the scope of supply given in this tender document.
- b) Copy of GST No. and PAN No. allotted by the concerned authorities.
- c) List of deliverables / Bill of materials and services.
- d) Compliance sheet with any deviation with reference to the terms and specifications.
- e) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem.

“Commercial Bid” shall contain:

- a) Price schedule complete in all respects. **Tender with any condition including conditional rebate shall be rejected forthwith.**
- b) Cost of all the items should be mentioned clearly and individually in the Commercial Offer only.
- c) **The Bidders are requested to quote for Educational/Institutional Price for Machine/ Equipment and, since we are eligible for the same.**
- d) **Printed conditions of the vendor submitted with the tender will not be binding on NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RESEARCH.**

5. Tender process & award of contract (AOC):-

The technical bids will be evaluated to shortlist the eligible bidders. Bidders whose technical offer is found acceptable and meeting the eligibility requirements as specified in this tender will only be consider for price comparison. Recommendation of technical committee will be posted on NISER website.

- a) ONLY TECHNICALLY accepted competitive bids will be considered for placing Purchase Order.
- b) **Purchaser’s Right to vary Quantities at the time of Award:** NISER 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.

6. The Director NISER reserves the right to accept the offer in full or in parts or reject summarily or partly.

7. Delivery Period / Timeliness

The deliveries, installation must be completed within 60 days for indigenous items & 120 days for foreign items, after placement of purchase order. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as they are tightly linked to NISER's plans of completing the project within the time frame.

8. Locations for the Supply / Services

The item covered by this document is required to be supplied & installed at NISER (Mentioned in the CPP portal), Jatni of Concern Departments or labs.

9. Order Placement and Release of Payment

The Purchase Order and payment shall be processed by –

FIC (Stores & Purchase)

**National Institute of Science Education & Research,
Jatni Campus, P.O. – Bhipur-Padanpur, Via-Jatni,
Khurda – 752050, Odisha, INDIA**

Payment for the items to be supplied by the vendor against the purchase order shall be made by National Institute of Science Education & Research as follows:-

INR payment:-

100% payment to be released after receipt of material, installation and submission of warranty certificate.

OR

Subject to submission of performance bank guarantee for 3% of P.O. value, 80% will be released after receipt of material in good condition & balance 20% will be released after satisfactory installation, commissioning and against warranty certificate.

Foreign Currency payment:-

100% payment to be released after receipt of material, installation and submission of warranty certificate.

OR

Subject to submission of performance bank guarantee for 3% of P.O. value, 100% payment will be made through Letter of Credit. 80% will be paid after submission original shipping documents & balance 20% will be released after satisfactory installation, commissioning and warranty certificate.

The tenderers who are not agreeing to above payment terms are requested not to submit their tender otherwise their EMD will be forfeited.

10. NISER will not provide any accommodation/transportation for the engineers/ representatives for attending installation, commissioning and demonstration work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.

11. The successful bidder, on award of contract / order, must send the contract / order acceptance in writing, within 7 days of award of contract / order failing which the EMD will be forfeited.

12. Period of validity of bids

- a) Bids shall be valid for a period of 90 days from the date of opening the Technical bid.
- b) NISER may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.
- c) Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

13. Corrupt or Fraudulent Practices

NISER requires that the bidders who wish to bid for this project have highest standards of ethics. NISER 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. NISER 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.

14. 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, NISER's interpretation of the clauses shall be final and binding on all parties.

15. Price

- a) The price quoted shall be considered firm and no price escalation will be permitted at any time. The quotation should be in Indian Rupees or any known foreign currency.
- b) **In case of INR bids:** The price criteria should be on delivered at NISER, Jatni including Free onsite comprehensive warranty, installation, commissioning, Training, demonstration, packing, transportation, insurance, loading & unloading (At NISER) etc. charges. Govt. Levies like GST, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, etc., if any.
- c) Please provide GST no. allotted by the concerned authorities in your quotation.
- d) **In case of Foreign Currency bids:** - The price criteria will be FOB/FCA nearest International Airport/Sea Port including Free onsite comprehensive warranty, installation, commissioning & Training & demonstration charges. Agency Commission if any is required to be quoted separately in Financial bid which will be paid directly to Indian agent in INR.

16. Pre-installation:

Pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in NISER, Jatni the bidder shall confirm that the pre-installation requirements are sufficient for installation of the equipments. In other words the bidder should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation.

17. Installation, Warranty & Support

- a) Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) The items covered by the schedule of requirement shall carry **onsite free comprehensive warranty from the date of installation and onsite service support** (warranty mentioned in the tender documents accordingly) of the equipments by NISER. Warranty shall include free maintenance of the whole equipment supplied 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 24 hours. The comprehensive warranty includes onsite warranty with parts.
- c) **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, freight, custom duty, GST, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.**

- d) The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 05/10 years from the date of supply of equipment on payment on approved price list basis.
- e) The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contract the Principal's vendor support Centre on a toll free number/web/mail.
- f) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

18. Indemnity

- a) The vendor shall indemnify, protect and save NISER 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 equipment's supplied by him.
- b) The successful will be fully responsible for payment of wages and other dues as prescribed and compliance of various Labour Laws.
- c) The successful tender should give an undertaking that the staff deployed at the centre in terms of this contract at all time will be employees of the agency exclusively and they shall not be entitled to any claim of employment or permanency of job with NISER.
- d) NISER reserves the right to forfeit whole or part of the security money towards any damage/lose caused due to the negligence on the part of the agency engaged.

19. Insurance

The equipment's 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 NISER site in case of Rupee/Foreign currency transaction.

20. Penalty for delayed Services / LD

As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable /enforced.

If the supplier fails to Supply, Install and Commission the equipment 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.

NISER reserves the right to cancel the order in case the delay is more than 30 days Penalties, if any, will be deducted from the EMD.

21. Jurisdiction

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.

The authority to appoint the arbitrator(S) shall be the International Centre for alternative dispute resolution.

The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR arbitration Rules, 1996.

Sd/-
FIC (Stores & Purchase)
NISER, Jatni

Bid Security Declaration

(In Company's letter head)

Invitation to Bid/Request for Expression of Interest No. [Insert reference no.]

To

National Institute of Science Education & Research, Bhubaneswar

Post-Bhimpur-Padanpur,

Via- Jatni,

District- Khurda, India

PIN-752050.

I/We understand that, according to your NIT conditions, bids must be supported by a Bid Security. In lieu of the Bid Security, we submit the following undertaking:-

“I/We declare that we will be suspended/ disqualified for tendering with the entity for a period of 1 (One) year from the date of receipt of notice from you, if we withdraw or modify our bid during the validity period **OR** fail to sign the Contract **OR** fail to submit Performance Security (if applicable) before the defined deadline **OR** fail to execute contractual obligation within the stipulated time.”

Date:-

Place:-

Signature of the Bidder

(with Company seal)

DECLARATION BY THE VENDOR

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions from serial no. 1 to 21 and we have not given any printed conditions beyond the scope of this tender. This is also certified that I/We/Our principal manufacturing firm has no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Address:

Name:

Designation:

On behalf of:

(Company Seal)

ORIGINAL EQUIPMENT MANUFACTURING (OEM)

MANUFACTURING AUTHORISATION FORM

(On Letter Head of Manufacturer)

Tender No. :- Date:-

To
The Director,
National Institute of Science Education & Research,
Jatni campus, P.O. – Bhimpur-Padanpur, via-Jatni
Khurda – 752050, Odisha, India

Dear Sir,

We manufacture(s) of original equipment at (.....address of factory.....)
do hereby authorize M/s (Name and address of Agent(s)) to submit a bid, negotiate and receive
the order from you against your tender enquiry.

No company or firm or individual other than above is/are authorized to bid, and conclude the
contract in regard to this business.

We hereby extend our full guarantee and warranty as per the Tender terms and conditions for the
goods and services offered by the above firm.

Yours Faithfully,

(Name)

(Name & Seal of manufactures)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be
signed by a person competent and having the power of attorney to bind the manufacturer. It
should be included by bidder in its techno-commercial and priced bid.

PRICE REASONABILITY CERTIFICATE

(ON THE LETTER HEAD OF THE COMPANY)

It is certified that the rates quoted against Tender No.Dated.....
for the items vide our bid No. dated.....are
exclusively for supply to ACADEMIC and RESEARCH Institutions and are not more than as
charged to other Govt. /PSU 's /Autonomous bodies for similar supplies-made in recent past. It is
further certified that we have offered the maximum possible discount to NISER, Bhubaneswar in
our Quotation No. dated for
(currency) The quoted price is the minimum. We will not
offer lower rates to any other customer (Govt. /PSU's/Autonomous bodies), till the validity of
offer or execution of purchase order, whichever is later. If they have been approved by the
Director, NISER, Bhubaneswar and if at any stage it has been found that quoted rates are higher,
then in such conditions NISER, Bhubaneswar, will have the right to cancel the approved rates
and to take legal action against the tenderer.

Yours faithfully,

(Name of manufacture)

(Signature with date) (Name and designation)

Duly authorized to sign tender for and on behalf of



The **Online Bids** in all aspects must be completely uploaded & filled online in **Two Envelopes** as explained below:-

General Information –Self Attested		
Envelope -1 (Following documents to be provided mandatorily as Single PDF File)		
Sl. No.	Basic Information	To be provided in (.pdf) Format only
1	Name of the Company	.PDF
2	Full address of company along with Telephone no. Fax no. E-mail address :	.PDF
3	Local address of company for communication, if any	.PDF
4	Are you a manufacturer or dealer/reseller	.PDF
5	If dealer please attach certificate from your principal company clearly showing validity of the certificate	.PDF
6	If foreign supplier : Please give details of your Indian authorized partner if any	.PDF
7	Annual turn-over in last 3 financial years in Rs. Crores. (i) Year 2017-2018 (ii) Year 2018-2019 (iii) Year 2019-2020 Please attach balance sheet	.PDF
8	Supply & Installation of “Tendered Item(s)” or equivalent to our tendered item(s) of last 3 financial years in State Government or Govt. of India Department(s) /Reputed Organization(s) (in Nos. and Value) (Please attach list of clients) (i) Year 2017-2018 (ii) Year 2018-2019 (iii) Year 2019-2020 Please attach copy of Purchase Order/ Completion Certificate	.PDF
9	GST Registration no. with Place PAN Card Details	.PDF
10	Income Tax Registration no. with place	.PDF
11	Photocopy of EMD	.PDF
12	Name and address on whom purchase order will be placed	.PDF

13	Bank details (IFSC CODE/Swift Code, Account Number/IBAN Number) of the supplier on which order will be placed (Both Foreign & Indigenous)	.PDF
14	If you are claiming exemption certificate under SSI/MSME/DAE/NSIC, Please attach self attested copy of certificate which should be valid during the tender process. Parties registered with MSME/NSIC/DAE/SSI should have valid certificate for the items being tendered.	.PDF
15	Service centre details & principal vendor support centre	.PDF
16	Vendor Declaration (In Company's Letter Head with Signature, Seal & Stamp)	.PDF
17	Price Reasonability Certificate	.PDF
18	OEM Authorization Form	
19	Technical Compliance Sheet of NISER	.PDF
20	Technical Bid with Quotation Number and Date (In Company's Letter Head)	.PDF
Envelope -2 (Price Bid should be submitted in given BOQ_XXX.xls format)		
1	Financial/Price bid (BOQ)	.XLS