



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 : +91-020-25898017

Fax : +91-020-2589 8186

Website : www.iiserpune.ac.in

OPEN TENDER NOTICE NO: 07/2015

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 procure the following services for its day to day research. The Technical Specifications are given in **Chapter 4: Schedule of Requirements/Specifications and Allied Technical details** are appended herewith.

- **Items** : (a) CREATION OF PORTA FACILITY (1000 LTRS) FOR LIQUID NITROGEN STORAGE ON RENTAL BASIS
Qty – TWO Nos

(b) SUPPLY OF LIQUID NITROGEN FOR 5 YEARS
Qty – Approx. 70,000 ltrs per year
- **Tender Enquiry No** : **IISER-PUR- 0711-15**
- **Pre-bid Conference Time& Date** : **4.00 PM to 5.00 PM on 16.11.2015**
- **Time and Date of Submission:** **Before 3.00 PM on 02.12.2015**
- **Time and Date of opening Technical Bid:** **At 03.30 PM on 02.12.2015**

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

(a) CREATION OF PORTA FACILITY (1000 LTRS) FOR LIQUID NITROGEN STORAGE ON MONTHLY RENTAL BASIS FOR 5 YEARS - for 2 Nos.

(b) SUPPLY OF LIQUID NITROGEN FOR 5 YEARS (Approx 70,000 Ltrs per year)

The Technical Specifications are given in Chapter 4: Schedule of requirements/Specifications and allied Technical details .

2. **Both items as above (a) Creation of Porta facility and (b) Supply of Liquid Nitrogen shall compulsorily be quoted by the Bidder. The final evaluation of the bids shall be done for both items together. Partial tenders shall summarily be rejected.**

3. The BIDDERS are requested to give their detailed tender in two Bids i.e.

Part - I: Technical Bid.

Part - II: Commercial Bid.

4. **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: +91-020-25908017

Fax: +91-020-25908186

Website: www.iiserpune.ac.in

5. **A Pre-bid conference will be held at IISER Pune, Purchase Section, Dr. Homi Bhabha Road, Pashan , Pune – 411008 on 16.11.2015 from 4.00 PM to 5.00 PM (IST). All prospective bidders are requested to kindly submit their queries to the address indicated above or email at purchase@iiserpune.ac.in so as to reach latest by 14/11/2015. During Pre-bid meeting the answers / clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.**

6. **Submission of Bids:**

(i) Place: Purchase Section of IISER, Pune - 411 008, India.

(ii) Pre-bid Conference – 4.00 PM to 5.00 PM on 16.11.2015

(iii) **Time and Date of Submission: Before 3.00 PM on 02.12.2015**

(iv) **Time and Date of opening Technical Bid: At 03.30 PM on 02.12.2015**

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

7. **Two Bid System:**

The two bid system should be followed for this tender. In this system the BIDDER must submit his offer in **two separate sealed envelopes**. Both the technical bid and commercial bid envelopes should be securely sealed and stamped separately and clearly marked as “**Envelope No.1 – Technical Bid**” and “**Envelope No.2 – Commercial Bid**” respectively. Both the sealed envelopes should be placed in a third larger envelope. The main envelope which will contain both the bids should be super scribed with our **tender enquiry IISER-PUR-0711-15 due on 02.12.2015** and to be submitted to the address given below so as to reach on or before **03.00 PM on 02.12.2015**.

**The Director,
Indian Institute of Science Education and Research (IISER)
Dr. Homi Bhabha Road,
Pashan,
Pune – 411 008, India**

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

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

- **Envelope No. 1 : Shall contain “Technical Bid” and Earnest Money Deposit (EMD)**

The technical offer **should not contain any price information**.

The Technical 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 eg. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.

The Technical Offer should comprise of the following:

- (i) The technical bid should contain commercial terms with reference to the tender.

- (iii) The technical 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.
- (iv) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IISER, Pune. The opinion of Technical Committee shall be the guiding factor for technical short listing.
- (vii) 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.
- (viii) Duly filled in technical bid with proper seal and signature of authorized person 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 and EMD.
- (x) **User List :**
 - a) The list of users along with the complete name, address & contact numbers of the user organizations/persons may be submitted with the quotation along with the performance certificates from all/some of them.
 - b) If you have supplied identical or similar services/equipment to other IISERs/IITs /CSIR Labs/Institutes., the details of such supplies for the preceding three years shall be given together with the prices finally paid. Indicate the names of the Indian reputed Organizations where you have supplied similar equipment and may attach the satisfactory performance report of the equipment from user Organization.
- (xi) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with which BIDDER holds the current account.
- (xii) Copy of LST/CST/WCT No. 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.
- (xiii) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (xiv) List of deliverables / Bill of materials and services.
- (xv) 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.

8. Specifications

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party

9. Compliance Statements:

- a) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE–‘B’. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.
- b) Similarly, the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure –‘A’, along with quotation (with techno- commercial bid in case of two bid tender system).
- c) The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

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.

➤ Envelope 2 : “Commercial Bid” shall contain:

- (i) Price schedule complete in all respects with proper seal and signature of authorized person. Discount offered should be mentioned clearly in the commercial bid only.

- (ii) Cost of all the items should be mentioned clearly and individually in the Commercial Offer (Part-II) only.
- (iii) The BIDDERS are requested to quote for Educational Institutional Price.

10. **Date of opening the Technical Bids.**

Technical Bids will be opened on – 2.12.2015 at 03.30 PM at:

**Purchase Department
Indian Institute of Science Education and Research (IISER)
Dr. Homi Bhabha Road, Pashan
Pune – 411 008, India**

The Technical 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.

The technical bids will be evaluated to shortlist the eligible BIDDERS. The commercial bids of only the short listed BIDDERS shall be considered for further processing.

BIDDERS whose technical offer is found acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

Note: (i) 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.

(ii) No camera mobiles / mobiles are allowed during tender opening.

(iii) 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.

(iv) No request for extension of due date will be considered under any circumstances.

(v) No sub-contracting is allowed with regard to installation, commissioning, training, warranty maintenance and after sales service. This is the sole responsibility of the Principals'/their authorized agents

11. **Formation of Technical Evaluation Committee**

The Technical Evaluation Committee(s) will be constituted by Director, IISER, Pune. He may nominate some external expert members, in the interest of IISER, Pune.

12. **Terms of the Technical Committee**

- (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.
- (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.
- (vi) 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.
- (vii) 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.

The commercial offers of the vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them without opening along with their EMD.

- (viii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening
- (ix) 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.
- (x) 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.

13. **Opening of Commercial Bids**

- (i) IISER will open commercial bids of only the short listed BIDDERS, in the presence of the BIDDERS or their authorized representatives who choose to attend the commercial bid opening. The Date and Time of opening the Commercial Bid will be intimated only to pre-qualified and technically acceptable BIDDERS for the item at a later date. The representatives of short listed firms only will be allowed for commercial bid opening.
- (ii) The BIDDER's representative who is present shall sign an attendance register as a proof of having attended commercial bid opening.
- (iii) The BIDDER's name, bid prices, discounts, EMD and such other details considered as appropriate by IISER, will be announced at the time of opening.

14. **EVALUATION OF BIDS:**

- 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 bids shall be evaluated on the basis of final landing cost as per format given in Price Schedule.**
 - c) The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**
 - d) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order.
15. 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

1. PREPARATION AND SUBMISSION OF OFFERS:

a) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.

b) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.

c) Before the deadline for submission of the bid, IISER PUNE reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on IISER PUNE website.

d) Conditional tenders will be summarily rejected.

e) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.

f) No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

In case of above, first envelope marked "WITHDRAWAL" shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.

The offers must contain the following documents :-

(A) Techno-commercial offers must contain:

- (i) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- (ii) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**
- (iii) Compliance statement of specifications as per **Annexure- ‘B’**
- (iv) Bid Security/EMD as per **Annexure- ‘C’**
- (v) In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC .
- (vi) Copies of previous supply orders as per **Annexure –‘D’**.
- (vii) Details of supplies of similar systems.

2. Delivery Period / Timeliness

- 2.1 The deliveries & installation must be completed **within 3 months** 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 are tightly linked to IISER, PUNE's plans of completing the project within the time frame.

3. Earnest Money Deposit (EMD)

- 3.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of Rs **1.2 Lakhs (Rs One Lakh twenty thousand only)** EMD in the form of Bank guarantee (As per format enclosed as ANNEXURE- 'C') or Demand Draft of a scheduled bank in the name of Director, IISER, Pune valid for 180 days from the date of opening of the tender. The firm registered with DGS&D/NSIC as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item. The party must therefore, submit a pre-receipted Bill in triplicate along with the quotation (in case of EMD sent in form of Bank Draft) to enable us to refund their EMD.
- 3.2 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque . No interest is payable on EMD.
- 3.3 The EMD will be returned to the BIDDERS(s)/Agents whose offer is not accepted by IISER, PUNE 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 Bank Guarantee as Security Deposit (SD). However, if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the BIDDERS.
- 3.4 **The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract / order failing which the EMD will be forfeited.**
- 3.8 The EMD shall be forfeited:
- 3.8.1 If the BIDDER withdraws the bid during the period of bid validity specified in the tender.
- 3.8.2 In case a successful BIDDER fails to furnish the Security Deposit.

4. Security Deposit

- 4.1 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.
- 4.2 **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**

5. Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

6. Period of validity of bids

- 6.1. The prices must be valid at least for a period of **90 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later
- 6.2. 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. 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.
- 6.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

SUBMISSION OF BIDS

7. Deadline for submission of Bids

- 7.1 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, In the event of holiday on due date

- 7.2 IISER, PUNE may, extend this deadline for submission of bids, this will suitably be notified on the IISER, PUNE website.

8. Late Bids

IISER, PUNE will not be responsible:

- 8.1 For delayed / late quotations submitted / sent by post / courier etc.
- 8.2 For submission / delivery of quotations at wrong places other than the Purchase section of IISER, Pune.
- 8.3 Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- 8.4 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

9. Award Criteria

- 9.1 IISER, PUNE shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.
- 9.2 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.

10. IISER Pune Right to vary Quantities at the time of Award

- 10.1. The IISER Pune reserves the right at the time of Contract award to increase or decrease the quantity of goods and 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 quantities in the contract may be enhanced by 30% within the delivery period.

11. Fraud and Corruption

The IISER Pune requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

- (a) The terms set forth below are defined as follows:
- (i) “**Corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “**Fraudulent practice**” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “**Collusive practice**” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “**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 the 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;

12. 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

Bid prices should be filled in the appropriate format as mentioned in Price Schedule.

ALL THE BIDDERS SHOULD QUOTE PRICES FOR EACH AND EVERY ITEM SEPERATELY ALONG WITH THE CONSOLIDATED PRICES.

A. We are exempted from payment of Excise Duty under notification number 10/97 dated 01.03.1997 and Customs Duty under notification No.51/96 dated 23.07.1996. **Hence Excise Duty and Customs Duty, if any, should be shown separately. No other charges than those mentioned clearly in the quotation will be paid.**

B. Sales Tax: We are not authorized to issue any Sales Tax Form 'C' & 'D'.

2. Performance Bank Guarantee

The 10% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of warranty period.

3. Pre-installation:

The BIDDER has to state in detail the Civil Infrastructure and Electrical Power requirements. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in IISER, Pune the BIDDER shall confirm that the pre-installation requirements are sufficient for installation of the equipment. 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.

4. Licensing

On behalf of IISER, BIDDER shall acquire the applicable approvals and license for the establishment of Liquid Nitrogen storage tanks. Subsequent inspections and renewals shall also be done by BIDDER during the whole contract period with no extra cost to IISER.

5. Installation

BIDDER shall be responsible for installation / demonstration wherever applicable and for comprehensive maintenance of the system during the contract period.

This includes all the charges incurred during installation of Porta facilities at IISER Pune site i.e crane, labour , fork lifter etc.

6. Inspection

The inspection of the system will be done by our technical expert /Scientist in the presence of firm's representative.

7. Training

Wherever needed, Our Technical persons should be trained by the supplier at the project site free of cost.

8. Routine Supply of Liquid Nitrogen

Replenishment of liquid nitrogen in Porta facility shall be done by BIDDER during working hours (9am to 5pm) on '**as and when required**' basis on one day advance notice by email.

The amount of liquid nitrogen supplied shall be metered **only on the basis of level indicator on the storage vessels.**

9. Support

- 9.1 Service support shall include free maintenance of the whole system 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.
- 9.2 The system must be supported by a Service Centre in Pune/Mumbai 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.
- 9.3 The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

10. 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.

11. Payment

- 11.1. Payment (as applicable) shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site. Subsequently, for rent of Porta facility and supply of Liquid Nitrogen, payments shall be made on monthly basis.

12. Penalty for delayed Services / LD

- 12.1. 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 SD and also LD clause will be applicable /enforced.
- 12.2. If the supplier fails to Supply, Install and Commission the system 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.
- 12.3. 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.

13. Jurisdiction

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

14. Force Majeure

The Supplier shall not be liable for forfeiture of its performance bank guarantee, 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 IISER Pune 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/Service Provider shall promptly notify the IISER Pune in writing of such conditions and the cause thereof. Unless otherwise directed by the IISER Pune 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.

15. Dispute Settlement

IISER Pune and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the IISER Pune or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) In case of Dispute or difference arising between the IISER Pune 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 IISER Pune, if he is unable/unwilling to act, to the sole arbitration of some other person appointed by his 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.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Assistant Registrar (S&P)

04 November 2015

CHAPTER 4

SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

SPECIFICATIONS OF Part (a) CREATION OF PORTA FACILITY (1000 LTRS) FOR LIQUID NITROGEN STORAGE ON RENTAL BASIS

<p>1. Porta Facility Creation</p>	<ul style="list-style-type: none"> • Erection, installation and commissioning of liquid nitrogen storage vessels of capacity 1000 liters each • Installation piping kit (preferably stainless steel) • No. of vessels – 2, to be installed at two locations within campus • The storage vessel shall have to be fitted with all standard safety and required accessories as per the relevant PESO SMPV rules.
<p>2. Working pressure</p>	<ul style="list-style-type: none"> • Storage vessel working Pressure range: 0-5 bar
<p>3. Licensing</p>	<ul style="list-style-type: none"> • Applicable licensing and license renewals for storage vessels shall be responsibility of vendor
<p>4. Maintenance</p>	<ul style="list-style-type: none"> • All preventive and corrective maintenance including the spares/consumables shall be responsibility of vendor
<p>5. Operational features</p>	<ul style="list-style-type: none"> • Vessels shall have the facility to safely withdraw liquid nitrogen into the Dewars of both types – pressurized and open to atmosphere. • The storage vessel shall have liquid level and pressure indicator and more than one port for connecting vacuum jacketed delivery/transfer lines. • Set of complete <i>user and service manual</i> in English language (<i>Hard copy/Soft copy</i>). • Liquid nitrogen handling package for personal protection such as cryogenic gloves, goggle etc.
<p>6. Civil infrastructure</p>	<ul style="list-style-type: none"> • Civil infrastructure and provision for electricity/water shall be provided by the institute on submission of the detailed layout requirements for the erection and installation of storage vessels.

SPECIFICATIONS OF Part (b) SUPPLY OF LIQUID NITROGEN FOR 5 YEARS

Quantity – 70,000 Ltrs per year

1. Supply	<ul style="list-style-type: none">• Replenishment of liquid nitrogen in two storage tanks of 1000 ltrs capacity each during working hours (9am to 5pm) on 'as and when required' basis on one day advance notice by email. Present consumption rate of liquid nitrogen is approximately 6000 ltrs/month and is expected to increase in future.
2. Quality	<ul style="list-style-type: none">• Required purity of liquid nitrogen at atmospheric pressure 99% or better
3. Metering	<ul style="list-style-type: none">• The amount of liquid nitrogen supplied shall be metered only on the basis of level indicator on the storage vessels.

CHAPTER-5 PRICE SCHEDULE

PRICE SCHEDULE FOR CREATION OF PORTA FACILITY (1000 LTRS) FOR LIQUID NITROGEN STORAGE ON RENTAL BASIS

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8
Sl. No.	Item Description	Unit	Qty	Installation, Commissioning including licensing charges	VAT & other taxes	Misc Charges if any	Total
<u>1.</u>	CREATION OF PORTA FACILITY (1000 LTRS) FOR LIQUID NITROGEN STORAGE ON RENTAL BASIS	Set	Two				
<u>2</u>	Monthly Rental Charges						

Total Bid price _____ in words.

Signature of Bidder :

Name :



PRICE SCHEDULE FOR SUPPLY OF LIQUID NITROGEN FOR 5 YEARS

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8
Sl. No.	Item Description	Unit	Qty	Rate per Ltrs	VAT & other taxes	Misc Charges if any	Total
1.	Supply of Liquid Nitrogen for 5 Years	Ltrs	70,000 Ltrs per year (approx)				

Total Bid price _____ in words.

Signature of Bidder :

Name :

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: _____

Due Date _____

NOTE:

1. **Quotation will not be considered without submission of this format.**
2. **If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.**
3. **Kindly see the relevant terms & conditions of the tender document in each question before replying to the questions mentioned in Col. 2 below).**

SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No'))	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4
1	a) Whether the Techno-commercial and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with "Techno-commercial Bid" and "Price Bids" respectively.		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.		
2	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.		

SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No'))	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
3	a) Whether the required EMD is being submitted with the quotation		
	b) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure –'C'		
	c) Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)		
4	a) Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation		
5	Have you mentioned the validity period of the quotation as per our requirements		
6	a) Whether the Price reasonability Certificate is submitted with quotation		
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the quotation		
7	Have you gone through the specification Clause & complied with the same		

SNo	Terms & condition of Tender document	Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No'))	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
8	Whether compliance statement of specifications has been attached with the quotation.		
9	a) Whether the delivery period for supply of the items has been mentioned		
10	Do you agree to the submission of Performance Bank Guarantee and have you mentioned in your quotation about this.		
11	After Sales service		
12	Whether you agree to the penalty clause for late delivery & installation?		
13	a) Whether all the pages have been page numbered?		
	b) Whether quotation has been signed and designation & name of signatory mentioned.		

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

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

BID SECURITY FORM

Whereas (Hereinafter called “the tenderer”) has submitted their offer dated for the supply of (Hereinafter called “the tender”) against the purchaser’s tender enquiry No. _____

KNOW ALL MEN by these presents that WE (Name of bank) of (Name of country), having our registered office at (Address of bank) (Hereinafter called the “Bank”), are bound unto (Name of purchaser) (Hereinafter called “the purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of..... 20.....

THE CONDITIONS OF THESE OBLIGATIONS ARE:

- 1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
- 3. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
- 4. Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(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

PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm _____

Order placed by <i>{Full address of Purchaser}</i>	Order No. and Date	Description and quantity of ordered equipment	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 equipment been installed satisfactorily? <i>(Attach a certificate from the Purchaser/ Consigner)</i>	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

BIDDER INFORMATION FORM

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm]

Date: *[Insert date (as day, month and year) of Bid Submission]*

Tender No.: *[Insert number from invitation of bids]*

Page 1 of _____ pages

1. Bidder's Legal Name *[Insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each [arty in JV]*
3. Bidders actual or intended Country of Registration : *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert bidder's legal address in country of registration]*
6. Bidder's Authorization Representative Information
Name: *[insert Authorization Representative's name]*
Address: *[insert Authorization Representative's address]*
Telephone/Fax numbers: *[insert Authorization Representative's telephone/fax numbers]*
Email address: *[insert Authorization Representative's email address]*
7. Attach are copies of original documents of : *[check the box(es) of the attached original documents]*
Articles of Incorporation or Registration of firm names in 1 above.

Checklist for BIDDERS

BIDDERS to indicate whether the following are enclosed / mentioned by striking out the non-relevant option and write concern page no.

S. No	Particulars	Documents Attached	Page No
1	Two separate bids duly filled in and signed in sealed envelopes (i) Technical (ii) Commercial	(Yes / No)	
2	The Demand Draft/BG for Rs 1.2 Lakhs towards Earnest Money Deposit	(Yes / No)	
3	Format/Questionnaire For Compliance Of Terms And Conditions Annexure – A	(Yes / No)	
4	Format of compliance statement of specifications - Annexure – B	(Yes / No)	
5	Bid Security Form - Annexure – C (as applicable)	(Yes / No)	
6	Previous Supply Orders - Annexure – D	(Yes / No)	
7	Bidder Information form - Annexure – E	(Yes / No)	
8	A copy of the Un-priced Commercial bid	(Yes / No)	
9	List of deliverables as per Chapter- 4	(Yes / No)	
10	Solvency certificate for Rs 22 lakhs (not older than twelve months) issued by scheduled/nationalized bank with which BIDDER holds the current account	(Yes / No)	
11	Undertaking that the successful BIDDER agrees to give a 10 % security deposit and Performance Bank Guarantee	(Yes / No)	
12	Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) (as applicable)	(Yes / No)	
13	Delivery Period, Warranty and Payment terms are clearly mentioned	(Yes / No)	
14	LD clause agreeable.	(Yes / No)	
15	Acceptance of comprehensive maintenance and Free replacements during contract period	(Yes / No)	
16	Amalgamation/Acquisition: Successor agreeable to fulfill the contractual obligations	(Yes / No)	
17	Tender Terms & Conditions Acceptance (last page) signed with official seal is attached	(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 the Tenderer