



**NOTICE INVITING TENDER (E-Procurement mode)**

**भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे**

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH**

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

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Limited Tender Reference No: IISER/PUR/ 0069/19

Date: 20/05/2019

Indian Institute of Science Education and Research, Pune invites online bid (e-tender) in single bid system for the following.

Item Description: Supply of Liquid Nitrogen

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.

**Critical Dates of Tender**

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	20/05/2019	18:00 hrs
2	Bid Submission Start Date	20/05/2019	18:30 hrs
4	Bid Submission Close Date	03/06/2019	15:00 hrs
6	Opening of Bids	04/06/2019	15:00 hrs

**No manual bids will be accepted. All quotation should be submitted in the E-procurement portal only**

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

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## CHAPTER-1. INVITATION FOR BIDS

1. Indian Institute of Science Education and Research, Pune invites online bids (e-tender) in single bid systems for Liquid Nitrogen. The Technical specifications are given in **Chapter 4: Schedule of Specifications.**
2. **Contact for information:**  
  
Technical & Commercial contact:  
Assistant Registrar (Stores & Purchase)  
Indian Institute of Science Education and Research (IISER), Pune  
Dr. Homi Bhabha Road, Pashan  
Pune - 411 008, India  
Tel : +91-020-2590 8246/8017  
Email: [purchase@iiserpune.ac.in](mailto:purchase@iiserpune.ac.in)  
Website : [www.iiserpune.ac.in](http://www.iiserpune.ac.in)
3. Supply means: “Supply, Installation & Commissioning”.
4. **Submission of Bid :**  
  
Bid Submission Start Date: 20/05/2019 from 18:30pm  
Bid Submission Close Date: 03/06/2019 up to 15:00pm  
Opening of Bids: 04/06/2019 at 15:00 pm
5. No manual bids will be accepted. All quotation should be submitted in the E-procurement portal only
6. The offer should comprise of the following:
  - (i) The offer should be complete to indicate that all products and services asked for are quoted.
  - (ii) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IISER, Pune. The decision of Purchase Committee shall be the guiding factor for selection of the responsive firms.
  - (iii) Duly filled in Bid with proper seal and signature on each page of the bid should be submitted online and the same should accompany with complete specifications, Manufacturer’s name, address and relevant Technical Literature / Brochures with warranty Terms.
  - (iv) Agreements / Purchase Orders / Completion certificates if any, for similar works in other Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.

- (v) Copy of GST No. and PAN No. allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of NSIC registration wherever it is applicable should also be provided in bid.
- (vi) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (vii) Compliance sheet with any deviation with reference to the terms and specifications.
- (viii) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate without any problem.
- (ix) Duly filled in checklist as per Chapter 6 should be submitted along with tender.
- (x) The Bidders are requested to quote for Educational Institutional Price for Equipments/services, since we are eligible for the same

**Note : IISER , Pune is requesting only Single Bid (Technical Specification and Price together) the Bidders must be extremely careful about the requirement mentioned in the tender and submit their quotes accordingly. Any shortfalls found during the tender evaluation such bids will be rejected without seeking any further clarifications from the bidders. Since it is a single bid any further clarification will cause/draw objections from other bidders.**

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

#### **7. Purchase Committee**

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

#### **8. Terms of the Purchase Committee**

- (i) A committee duly constituted by the Director, IISER, Pune will go through the bids and recommend firms that are meeting all the specifications of the Tender. The recommendation/decision of the purchase committee is the final and binding on all the parties.

- (ii) Purchase Committee will proceed through Bids as defined in **Chapter IV (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IISER, Pune will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.
- (ii) The purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune.

9. **Comparison of Responsive bids:**

- (i) After opening the bids, the responsive offers will be tabulated with reference to the specification.
  - (ii) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order subject to availability of funds.
10. No request for extension of due date will be considered under any circumstances.
11. No sub-contracting is allowed with regard to installation, warranty maintenance and after sales service.
12. The Director, IISER, PUNE reserves the right to accept the offer in full or in parts or reject summarily or partly.

## **CHAPTER-2 : INSTRUCTIONS TO BIDDERS**

### **Delivery Period / Timeliness**

The Supply is to be made twice in a week. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as are tightly linked to IISER, PUNE's plans of completing the project within the time frame.

### **Locations for the Supply / Services:**

The Supply should be received at multiple locations within the campus.

#### **1. Eligible Bidders:**

- 1.1 IISER, PUNE reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.
- 1.2 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.3 Bidders should QUOTE strictly in accordance with the requirements.
- 1.4 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.5 Based on the list of installations provided by the bidder, IISER, PUNE will have its option to obtain details of the installations, their performance, after sales services etc. for evaluation of the tender, directly from the concerned organizations
- 1.6 Firms which have already supplied to IISER, PUNE and have not completed required installation/after sales service/warranty replacements etc. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 1.7 Conditional Offers will not be considered.
- 1.8 IISER, PUNE will not provide any accommodation/transportation for the engineers/ representatives for attending installation. It is the absolute responsibility of the supplier to make their own arrangements.
- 1.9 The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. and also general e-mail ID for easy and faster communication.

## 2. **Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, IISER, PUNE may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document.

## PREPARATION OF BIDS

### 3. **Period of validity of bids**

- 3.1. Bids shall be valid for a period of **90 days** from the date of opening the bid.
- 3.2. IISER, PUNE may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

## AWARD OF CONTRACT

### 4. **Award Criteria**

- 4.1 IISER, PUNE shall award the contract to the technically eligible lowest bidder.
- 4.2 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.

### 5. **Purchaser's Right to vary Quantities at the time of Award**

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

### 6. **Corrupt or Fraudulent Practices**

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

- 6.1. IISER, PUNE will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

- 6.2. IISER, PUNE may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract

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

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



### **CHAPTER - 3 : CONDITIONS OF CONTRACT**

#### **1. Price**

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. The price criteria should be on F.O.R., IISER PUNE. Govt. Levies like GST, if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, if any.
- 1.3 The rate of GST applicable to IISER Pune is 5% for the items procured for Research purpose as per Notification No. 45/2017-Central Tax (Rate) New Delhi, 14th November, 2017 and Notification No. 47/2017-Integrated Tax (Rate) New Delhi, 14th November, 2017
- 1.4 Please provide GST of the firm allotted by the concerned authorities in your quotation.

#### **2. Services**

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

#### **3. 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 items supplied by him.

#### **4. Freight & Insurance**

The items 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 IISER, PUNE site.

#### **5. Security Deposit:**

- 5.1 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.

- 5.2 The IISER will forfeit the 10% security deposit if vendor fails to execute the order as per the Purchase Order. This Security Deposit will be refunded to the vendor only on successful completion of contract.
- 5.3 **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only**
6. **PAYMENT TERMS-No advance payments are allowed under any circumstances.**

Payment will be made directly to the suppliers by RTGS/NEFT after receipt of the goods, tested /inspected and found satisfactory with regard to quality, quantity, and specifications ordered for and after satisfying that the terms and conditions of supply have been fulfilled.

7. **Penalty for delayed Services / LD**

- 7.1. As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the IISER will forfeit EMD/SD and also LD clause will be applicable /enforced.
- 7.2. If the supplier fails to Supply, Install as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
- 7.3. IISER, PUNE reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

8. **Jurisdiction**

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

9. **Force Majeure**

IISER, PUNE may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared)

hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

10. **Arbitration**

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (IISER, PUNE or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be IISER, PUNE India. The jurisdiction of the courts shall be Pune, Maharashtra, India.

**Assistant Registrar (Stores & Purchase)**

## CHAPTER 4

### SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL DETAILS

Sr. No.	Description of the Item	Quantity	Unit
1	Supply of Liquid Nitrogen 99.99% purity	45,000	Ltrs

1. The liquid nitrogen shall have purity of 99.99%.
2. Approximate quantity of LN2 6000 litres per month to be received in multiple supplies.
3. Supply to be made twice in a week in first half of every **Tuesday** and **Friday**. In case of holiday falling on these day, the supply to be made on next working day.
4. Quantity received per supply may vary from 200 ltrs to 1000 ltrs. Supplier's condition of minimum order quantity shall not be accepted.
5. The accounting of quantity of the supply shall be done on the basis of sizes of the vessels filled. Sizes of the vessels vary from 11 ltrs to 200 ltrs. All the transfer losses borne by the supplier.
6. The supply shall be received at multiple locations (not exceeding four) within the campus.
7. The supply schedule shall be strictly followed. Any postponement/ rescheduling of supply from the vendor side citing any reasons, e.g., vehicle breakdown, driver/vehicle not available, liq N2 not available etc., will result in the penalty clause to be applicable

**PRICE SCHEDULE FOR GOODS – INR**

Name of the Bidder \_\_\_\_\_

Tender No. \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10
Sl. No	Item Description	Country of Origin	Qty	Unit	GST payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Institute	Installation, Commissioning & training charges, If any.	Gross Total(FOR)
1	Supply of Liquid Nitrogen		45,000	Ltrs					

Total Bid price \_\_\_\_\_ in words.

Signature of Bidder :

Name :

**Note:**

The cost of optional items shall be indicated separately.

### **CHAPTER – 6 : Checklist: Eligibility Criteria for Bidders**

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

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