



## **INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH**

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

**Dr. Homi Bhabha Road, Pashan Pune – 411 008**

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**Fax : +91-020-2589 8022**

**Website : [www.iiserpune.ac.in](http://www.iiserpune.ac.in)**

### **TENDER DOCUMENT (SINGLE BID)**

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 Liquid Nitrogen. The Technical Specifications are given in **Chapter 4: Schedule of Requirements / Specifications and Allied Technical details** are appended herewith.

- **Item** : **PROCUREMENT OF LIQUID NITROGEN**
- **Tender Enquiry No** : **IISER-PUR-0605-16**
- **Due Date & Time** : **14.9.2016 up to 3.00 PM**  
**(For submission of Bids)**
- **Opening of Bids** : **14.9.2016 at 03.30 PM**

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 **Supply of Liquid Nitrogen**. The Technical Specifications are given in **Chapter 4: Schedule of Requirements/Specifications and Allied Technical details** appended herewith.

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 8017  
Fax : +91-020-2590 8022  
Website : [www.iiserpune.ac.in](http://www.iiserpune.ac.in)

3. **Submission of Bids :**

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

(ii) **Time and Date of Submission: Before 3.00 PM on 14.9.2016**

(iii) **Time and Date of opening of Bids: At 03.30 PM on 14.9.2016**

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

4. The envelope should be super scribed with our **tender enquiry IISER-PUR-0605-16 due on 14.9.2016** and to be submitted to the address given below so as to reach on or before **03.00 PM on 14.9.2016**

**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

The 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 Offer should comprise of the following:

- (i) The 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.
- (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) Undertaking that the successful bidder agrees to give a security deposit amounting to 10% of the purchase order value by way of Bank Guarantee / Demand Draft in favour of The Director, IISER,Pune,
- (iv) Duly filled in Bid with proper seal and signature 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.
- (v) 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.
- (vi) 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 bid.
- (vii) The prices should be shown against each item for the purpose of Insurance claims / replacements if any.
- (viii) Compliance sheet with any deviation with reference to the terms and specifications.
- (ix) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate without any problem.
- (x) Duly filled in checklist as per Chapter 6 should be submitted along with tender.
- (xi) The Bidders are requested to quote for Educational Institutional Price for Equipment and software, since we are eligible for the same

**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.**



5. **Date of opening the Bids.**

**Bids will be opened on – 14.9.2016 at 03.30 PM at:**

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

The 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.

No camera mobiles / mobiles are allowed during tender opening.

**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.**

6. **Purchase Committee**

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

7. **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.
- (iii) The purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IISER, Pune.

**8. 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.

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.

- 9. No request for extension of due date will be considered under any circumstances.
- 10. 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**

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.

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

The **SUPPLY shall be received at multiple locations (not exceeding four) within the campus.**

### **1. Eligible Bidders**

- 1.1 This invitation for bids is open to all bidders who are in the business of manufacturing and supply of Liquid Nitrogen or bidders who are in business of similar nature for at least three years.
- 1.2 IISER, PUNE reserves the right to award / reject the order to any particular bidder without assigning any reason thereof.
- 1.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 1.4 Bidders should QUOTE strictly in accordance with the requirements. The Bidders conditions printed on the reverse of the tender/quote or otherwise sent along with the tender shall not be binding on IISER, PUNE.
- 1.5 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 1.6 Based on the list of supplies provided by the bidder, IISER, PUNE will have its option to obtain details of the supply, their performance, for evaluation of the tender, directly from the concerned organizations
- 1.7 The tenders must be clearly written or typed without any cancellations/ corrections or overwriting.
- 1.8 Firms which have already supplied to IISER, PUNE and have not completed required service. such firms offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 1.9 Conditional Offers will not be considered.

- 1.10 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**

- 2.1. 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. **Earnest Money Deposit (EMD)**

- 3.1 The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs 13,000/- (Rs. Thirteen Thousand only)** in the form of a Demand Draft drawn on any Scheduled/Nationalized Bank in favour of the Director, Indian Institute of Science Education and Research, Pune.
- 3.2 Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee. 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.**
- 3.5 **Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee (from a scheduled Bank only), we prefer to have Bank Guarantee for easy return to the bidders once a decision is taken by IISER, PUNE.**
- 3.6 The EMD shall be forfeited:
  - 3.6.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.
  - 3.6.2 In case a successful bidder fails to furnish the Security Deposit.



#### 4. **Security Deposit**

- 4.1 Within ten (10) 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. The security deposit should be valid for period of one year.
- 4.2 The Security Deposit should be valid for a period of one year as we plan to extend the same as Performance Bank Guarantee.
- 4.3 **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**
- 4.4 All bank details like Name, address, phone/fax no, e-mail etc should be mentioned clearly.

#### 5. **Period of validity of bids**

- 5.1. Bids shall be valid for a period of **90 days** from the date of opening the Technical bid.
- 5.2. 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.

#### 6. **Submission of Bids**

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.

#### 7. **Late Bids**

IISER, PUNE will not be responsible:

- 7.1 For delayed / late quotations submitted / sent by post / courier etc.
- 7.2 For submission / delivery of quotations at wrong places other than the Purchase section of IISER, Pune.
- 7.3 Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- 7.4 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

### 8. Award Criteria

- 8.1 IISER, PUNE shall award the contract to the technical eligible bidder whose bid has been determined as the lowest evaluated commercial bid.
- 8.2 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.

### 9. 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.

### 10. Corrupt or Fraudulent Practices

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

- 10.1. 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.
- 10.2. 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

### 11. 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 central excise duty, sales tax, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any.
- 1.3. OCTROI: - This Institute is Exempted from payment of Octroi duty & no claim on Payment of Octroi duty within the limit Pune Municipal Corporation shall be accepted. In case the goods are to be dispatched from outstation,
- 1.5. The actual Sales Tax Percentage (without Form "C") if any, should be specified.
- 1.6. Please provide TIN no. of the firm along with the CST/WCT No. allotted by the concerned authorities in your quotation.

### **2. Services**

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

### **3. Security Deposit**

The bidder will forfeit the 10% security deposit if he fails to execute the order as per the Purchase Order. This Security Deposit will be refunded to the vendor only on successful installation of the equipment /system.

### **4.. 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.

### **5. Payment**

- 9.1. No advance payments are allowed under any circumstances.
- 9.2. The payment will be made after the receipt of the supply within 30 days.

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

- 10.1. 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.
- 10.2 If the supplier fails to Supply within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per day of delay. Such money will be deducted from any amount due or which may become due to the supplier.
- 10.3. IISER, PUNE reserves the right to cancel the order in case the delay is more, Penalties, if any, will be deducted from the Security Deposit.

**11. Jurisdiction**

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

**12. 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.

**13. 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 and Allied  
Technical details**

Sr. No.	Description of the Item	Quantity	Unit
1	Supply of Liquid Nitrogen 99.99% purity	35,000	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.

**CHAPTER-5 : PRICE SCHEDULE**

**ALL THE BIDDERS SHOULD QUOTE THEIR OFFER IN FOLLOWING FORMAT FOR UNIFORMITY**

Sr. No.	Description of the Item	Quantity	Unit	Rate	Amount
1	Supply of Liquid Nitrogen 99.99% purity	35,000	Ltrs		

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

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

(a)	Undertaking that the successful bidder agrees to give a 10 % security deposit .	( Yes / No )
(b)	The Demand Draft/BG for Rs.13,000/- towards Earnest Money Deposit	( Yes / No )
(c)	Self Attested copy of Sales Tax Registration certificate (CST/VAT etc) as applicable	( Yes / No )
(e)	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 )
(f)	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