



INST/12(147)/2016 - PUR

25th October 2016

To

NOTICE INVITING TENDER

Dear Sir,

Sealed Quotations are invited on behalf of Director, INST Mohali for the Supply and Installation of Gas Cylinders viz. Nitrogen gas (06 Nos.) and Argon gas (02 Nos.) so as to reach latest by 25th November 2016 on or before 2.00 pm. The Quotations will be opened on the same day at 3 pm in the presence of tenderers, if any:

Before quoting, please read the instructions and technical specifications carefully as enclosed.

Note: Please attach the copies of previous supply order to any Government Institutes/ autonomous bodies/ PSU, if any, with the quotation and provide the contact person and his contact Nos.

Yours faithfully

-sd-
Chief Fin. and Admn. Officer



INSTRUCTIONS

- Inquiry, if any, may be sent by Courier or Speed Post. INST will not be liable for any kind of postal delay.
- The Quotation Should be addressed to the Director INST, Mohali invariably giving on the envelop Quotation for _____, Reference No. With date and due date with time.
- The Quantity mentioned in this inquiry shall be deemed to be only approximate and will not in any manner be binding on the Institute.
- The quotation should be enclosed in a sealed envelope.
- Firms will quote separately for each article.
- The rates offered should be FOR Mohali in case of firms situated outside Chandigarh and free delivery at the Institute premises in case of local firms.
- VAT/CST: The Institute is not exempted from the payment of Sales Tax/Service Tax/VAT. The rate (i.e., percentage of taxes applicable should be clearly indicated, wherever chargeable.
- In case of Ex-godown terms the amount of packaging forwarding freight etc. should clearly be indicated by percentage or lump sum amount. Current rate of Sales Tax/VAT must be mentioned. The institute is exempted from Customs and Excise Duty.
- The delivery period should be specifically stated. Ex-Stock and earlier delivery may be preferred.
- The firms are requested to give detailed description and specifications together with the detailed drawings, printed leaflets and literature of the Article quoted.
- The name of the manufacturers and country of manufacture should also invariably be stated. In the absence of these particulars the quotation is liable for rejection.
- Quotation should have minimum validity of 120 days from the date of opening.
- The rates quoted should be for each item separately otherwise your quotation is liable to be ignored.
- Late or delayed quotation will not be accepted.
- Director has the right to reject to the quotations and to split up the requirements or change any or all the above conditions without assigning any reason.



Institute of Nano Science and Technology

Habitat Centre, Sector 64, Phase X, Mohali -160062, Punjab, India

Ph: +91-172-2210073/75; Fax: +91-172-2211074; E-mail ID: purchase@inst.ac.in

NOTICE INVITING TENDER

INST invites sealed quotations from the reputed manufacturers or their authorized dealers so as to reach this office on or before scheduled date and time for the instrument, as per specifications given in the Annexure attached. All offers should be made in English and should be written in both figures and words.

The bidders are requested to read the tender instructions carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, INST reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

1.	Name of the Instrument	Gas Cylinders viz. Nitrogen gas (06 Nos.) and Argon gas (02 Nos.) (Refer technical specification for detailed information about the cylinders)
2.	Ref. No.	INST/12(147)/2016 - PUR
3.	Quantity required	One
4.	EMD	Rs. 3, 000/- (Rupees Three Thousand Only)
5.	Time for completion of supply after placing purchase order	One Month
6.	Last Date of submission of Tender	25-11-2016 (Friday) before 2.00PM
7.	Tender to be submitted at the following address	The Director, Institute of Nano Science and Technology, Habitat Centre, Sector 64, Phase –X, Mohali, 160062, Punjab, India
8.	Date and time of opening of bid	25-11-2016 (Friday) at 3.00PM

Note: The Institute shall not be responsible for any postal delay about non-receipt / non delivery of the bids or due to wrong address.



TERMS AND CONDITIONS

Important Conditions of the tender to be abide by the tenderer

1. **Due date:** The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
2. **Preparation of Bids:** The offer/bid should be submitted in single bid system (i.e.) Technical bid cum financial bid. **The Quotations should be valid for 120 days from the due date.** The Quotations duly sealed and super scribed on the envelope with the reference No. and due date, should be addressed to “**The Director, Institute of Nano Science and Technology, Habitat Centre, Sector 64, Phase –X, Mohali, 160062, Punjab**” so as to reach on or before the due date.
3. **Delivery of the tender:** The tender shall be sent to the addressee given in para 2 (above) either by post or by courier so as to reach our office before the due date specified in our Schedule. The offer/bid can also be dropped in the tender box on or before the due date specified in the schedule. The tender box is kept in Foyer area of INST.
4. **Opening of the tender:** The offer/bid will be opened by a committee duly constituted for this purpose. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening. Only one representative will be allowed to participate in the tender opening.
5. **Acceptance/Rejection of bids:** The INST reserves the right to reject any or all offers without assigning any reason.
6. **EMD:** The bid security is to be submitted by every firm/company and organisation except those who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department, to be valid for a period of Three months from the date of issuance of EMD. The Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. EMD Shall be drawn in favour of “The Director, INST” payable at Mohali/Chandigarh.
7. **Refund of EMD:** Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 25th day after the award of the contract. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
8. **Performance Security:** The supplier shall be required to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is



equal to the 10% of Purchase value at the time of the installation of the equipment covering warranty period of the equipment and should be kept valid for a period of 60 days beyond the date of completion of warranty period.

9. **REASONABILITY OF PRICES :**

Please quote best minimum prices applicable for a premier Research Institution, **leaving no scope for any further negotiations on prices.** The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to INST to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later. We request you to fill the price reasonability certificate format in the enclosed file (Annexure "1")

The party must give details of identical or similar equipment, if any, supplied to any CSIR labs/DBT Institutes during last three years along with the final price paid and Performance certificate from them.

10. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, 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 Purchaser 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 shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser 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.

11. **Risk Purchase Clause:** In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

12. **Packing Instructions:** Each package will be marked on three sides with proper paint/indelible ink, the following:

- i. Item Nomenclature
- ii. Order/Contract No.
- iii. Country of Origin of Goods
- iv. Supplier's Name and Address
- v. Consignee details
- vi. Packing list reference number



13. **Delivery of Goods:**
Delivery should be given at **Institute of Nano Science and Technology, Habitat Centre, Sector - 64, Phase 10, Mohali** within a maximum of one month's time from the date of placement of purchase order.
14. **Delayed delivery:** If the delivery is not made within the due date for any reason, INST will have the right to impose penalty @ 0.5% per week and the maximum deduction is 10% of the contract value / price.
15. **Prices:** The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated.
The price should be quoted without custom duty and excise duty, since INST is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand. **(Please refer Annexure – 2 for the price to be quoted).**
16. **Notices:** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.
 - i. **Purchaser:** The Director,
Institute of Nano Science and Technology,
Habitat Centre, Sector – 64, Phase X, Mohali – 160064.
 - ii. **Supplier:** (To be filled in by the supplier)
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17. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall be as follows:
 - i. In case of Dispute or difference arising between the Purchaser and the supplier relating to any matter arising out of or connected with this contract, 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, Institute of Nano Science and Technology (INST) Mohali and if he is unable or unwilling to act, to some other person appointed by him 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.
18. **Applicable Law:** The place of jurisdiction would be Mohali (Punjab) INDIA.
19. **Right to Use Defective Goods**



If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

20. **Training**

The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

21. **Installation & Demonstration**

The supplier is required to do the installation and demonstration of the equipment within one month of the arrival of materials at the INST site of installation, otherwise the penalty clause will be the same as per the supply of materials.

22. **Warranty:** Three Years Warranty shall have to be provided by the firm. The Warranty should be comprehensive on site.

23. **Taxes and Duties**

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

24. **Payment:** 100% payment shall be made by the Purchaser after delivery, inspection, successful installation, commissioning and acceptance of the equipment at INST in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 8 of tender terms and conditions.

25. **User list:** Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.

26. **Manuals and Drawings**

- Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

27. **Site Preparation:** The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier



must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.

28. **Acknowledgement:** It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

SIGNATURE OF TENDERER

ALONG WITH SEAL OF THE COMPANY WITH DATE



BID PARTICULARS

1. Name of the Supplier :
2. Address of the Supplier :
3. Availability of demonstration of equipment : Yes / No
4. EMD enclosed : Yes / No
If Yes, D.D. No. _____ Dated _____ Bank _____ Amt. _____
5. Name and address of the Officer/contact person to whom all references shall be made regarding this tender enquiry:-
Name:
Address:
Ph :
Fax:
Mobile:
Email:
Web:



Compliance statement for the tender specifications

Tender Ref No.: INST/12(147)/2016 – PUR

S.No.	Check list of documents/Undertakings	Yes/No	Remarks (give explanation if the answer is No)
1.	Is EMD attached? (if applicable)		
2.	Is the bidder original equipment manufacturer (OEM)/authorised dealer?		
3.	If authorised dealer, recent dated certificate to this effect from OEM, attached or not?		
4.	Undertaking from OEM regarding technical support & extended warranty period		
5.	Validity of bid 120 days or not?		
6.	Undertaking from bidder regarding acceptance of tender terms & conditions (required on letter head of the bidder)		
7.	Whether list of reputed users (along with telephone numbers of contact persons) for the past three years specific to the instrument attached?		
8.	Does the instrument comply with all the specifications detailed? Attach a separate sheet showing compliance with the specifications and explanations thereto if the equipment varies from the requested specifications.		
9.	Whether free Installation, Commissioning and Application Training offered?		
10.	Whether comprehensive onsite extended warranty as per technical specification offered?		



Annexure – 1

PRICE REASONABILITY CERTIFICATE

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ for (Value Rs.) _____.

We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates than those being offered to INST to any other customer nor we will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer



Annexure - 2

Name of Equipment with Model No: _____

Name & Address of Manufacturer: _____

Price Quoted

A. For Indigenous Equipment

- I. Cost of equipment (Rs.) _____
- II. Taxes (CST/VAT) (Rs.) _____
- III. Any other charges (Rs.) _____
- IV. Total cost of equipment (in Rs.) F.O.R, INST, Mohali _____

B. For Imported Equipment

- I. Cost of equipment (In Foreign Currency) _____
- II. Packing and Forwarding _____
- III. FOB/FCA Price _____
- IV. Freight charges upto Delhi Airport _____
- V. Insurance (110% of the cost of the equipment) _____
- VI. CIF/CIP upto Delhi Airport _____

Signature of Tenderer with date and seal



**TECHNICAL SPECIFICATIONS OF GAS CYLINDERS VIZ. NITROGEN GAS AND ARGON GAS
(ONE CYLINDER EACH)**

1. High Pressure Seamless Nitrogen Gas Cylinder of 47 litre water capacity, complete with neck ring and valve, painted as specified under gas cylinder act 2004 and filled with 7.0 Cu. Meter of 99.999% pure nitrogen gas – **06 nos.**
2. High Pressure Seamless Nitrogen Gas Cylinder of 47 litre water capacity, complete with neck ring and valve, painted as specified under gas cylinder act 2004 and filled with 7.0 Cu. Meter of 99.999% pure nitrogen gas – **02 nos.**
3. The tendering firms must confirm in their tender that it will be their responsibility to possess valid Explosive Licenses for all Industrial Gases and gas cylinders for manufacturing and storing till safe delivery of industrial gases to INST.
4. Manufacturers Test / Analysis Certificate to be submitted along with supply of cylinders.