

INSTITUTE OF LIFE SCIENCES

(An autonomous Institute of the Department of Biotechnology, Govt. of India)

NALCO SQUARE, BHUBANESWAR-751 023

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Sealed Limited Tender Call Notice

No.: IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018

To

Sealed tenders/ bids in prescribed tender forms are invited by this Institute in **Two Bid System** (Part 1: Technical bid and Part 2: Price Bid/Financial Bid) from reputed foreign/Indian manufacturers or their authorized dealers/sole selling agents/ stockiest for Supply, Installation & Satisfactory Demonstration of one **Static Vacuum Insulated Cryogenic Vessel (LN₂ Storage Container/Tank) and supply of LN₂** on rate contract basis for its laboratory so as to reach the undersigned on or before **30.01.2018** (16.00 hrs.).

Sub: Supply & Installation of Static Vacuum Insulated Cryogenic Vessel (LN₂ Storage Container/Tank) and supply of liquid Nitrogen on rate contract basis for a period of minimum 3 years:

Sl.	Item Details	Qty.
01	<p>Purchase of Static Vacuum Insulated Cryogenic Vessel (LN₂ Storage Container/Tank) Specification:</p> <ol style="list-style-type: none">Vessel capacity and use: Vessel will be used for storing and dispensing liquid Nitrogen. Capacity should be 950-1000 Liters.Design, fabrication, inspection and testing must be according to EN13458-2.Direct level reading in liters (should avoid referring to conversion charts).Single source for level gauges, pressure gauge and manifold.Pressure regulator located at a safe height that cannot be easily accessed by everyone.Vaporizer is securely placed inside the steel frame enclosure.Completely closed bottom of the frame for secure lifting with fork loft. Top of the frame should be fully coveredBottom-side portion of the frame must receive extra protection by placement of MS plates.Tanks should be supplied with necessary fittings and installation for LN₂ refilling and withdrawalWarranty should be given at least for 3 yearsThe vendor should provide us the facilitation in securing the License if any, for the LN₂ tank & its renewal within warrantyThe container should kept always in perfect running & functional condition during the warrantyNecessary civil foundation, fencing and location will be provided by ILS for which foundation drawing shall be provided by the supplier.The supplier must confirm that the LN₂ container has been constructed as per the rules and regulations lay down by the Petroleum and Explosives Safety Organization of Govt. of India and as per the safety data sheet.	01
02	<p>Monthly Supply of Liquid Nitrogen Gas (high purity) on rate contract basis. LN₂ Specification</p> <ul style="list-style-type: none">The purity should be 99.999% or betterThe Oxygen should be < 2 ppmThe moisture content should be < 2ppmTotal hydrocarbons should be <0.5ppmSupply of Liquid Nitrogen would be minimum for three year and extendable upto another three yearsThe monthly supply would be approximately 600ltr. – 800ltr.LN₂ delivery at ILS	

N.B: Tender for purchase of Purchase of Static Vacuum Insulated Cryogenic Vessel (LN₂ Storage Container/Tank) & Supply of LN₂ on rate contract basis will be dealt separately. However preference up to 10% on purchase of LN₂ tank will be given to those vendor who have quoted for both LN₂ tank & LN₂ supply

Intending bidders may kindly visit the Institute website: www.ils.res.in & Central Public Procurement Portal (CPPP) at www.eprocure.gov.in for downloading the tender documents and for other details.

The address for submission of bids and for obtaining further information:

The Stores & Purchase Officer,
Institute Of Life Sciences, Nalco Square, Bhubaneswar- 751 023, Odisha, India,

Earnest Money Deposit (EMD)/ Bid Security: Rs.30,000/- for sl. 1 & Rs. 15,000/- for sl. no.2 is to be submitted along with the technical bid of the tender. Tender document without earnest money will be summarily rejected. No interest shall be payable on the earnest money/bid security deposited by the bidder. Please write the name of the bidder and equipment with complete address on the reverse side of the Demand Draft/Pay order. Please see more details at **sl. 9, 22, 24 & 59 of page 3, 5 & 10**.

Security Deposit (SD)/ Performance Security: For sl.1, the successful Bidder/Vendor should deposit a security money @ 10% of the total value of the order subject to a minimum of ₹25,000/- within 30 days of issuance of the order, otherwise, the EMD/ Bid Security deposited with the tender will be forfeited and the order placed will stand as automatically cancelled (Please see more details at **sl.23 and 24 of page 5**). However EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY & SECURITY DEPOSIT (SD)/ PERFORMANCE SECURITY is not mandatory for the item(s) costing total FOR, ILS value less than ₹2,50,000/- or CIF Value less than ₹2,25,000/- in equivalent foreign currency. **For sl. 2**, the successful bidder will have to deposit an indemnity bond for Rs. 50,000/- valid for a minimum period of three years.

Tender(s) not submitted in the prescribed technical and price format of the Institute will not be considered. Tenders for more than one item submitted in a single envelope will be rejected.

Signature with Seal of the Vendor/Bidder
Contd....P/2

General Terms and Conditions

This tender notice and all tender documents with general terms & conditions of the tender are available in our website: www.ils.res.in and can be downloaded and used as tender documents for submitting the offer. ILS shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from Internet and the master copy available at ILS office, the later shall prevail and will be binding on the Vendors/ Bidders. No claim on this account will be entertained. Vendors/ Bidders are requested to carefully study the terms and conditions and eligibility criteria before submitting the offers.

1) Eligibility of Bidders:

This invitation for Bids is open to all Foreign/Indian manufacturers or their authorized dealers/sole selling agents/ stockiest specifically authorized by the manufactures to quote on their behalf for this tender / DGS&D approved registered Firms. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2) Date of Receipt & Opening of Tenders/ Bids:

- | | | |
|--|---|--|
| a) Last date and time of receipt of tenders | - | 30.01.2018 up to 16.00 hrs. |
| b) Date, time & venue of opening of Technical bids | - | 30.01.2018 at 16.30 hrs.
in the Meeting Hall of this Institute. |
| c) Date, time & venue of opening of price bids (Only of the successful technical bids) | - | 08.02.2018 at 11.30 hrs.
in the Meeting Hall of this Institute. |

The name of the technically qualified Vendor(s)/ Bidder(s) against each item will be available in our Notice Board as well as on our website on 06.02.2018. The reason of rejection of the technical bid of a firm for an item will also be available along with the names of the firm(s) qualifying the technical bid.

If the above stated opening or closing date(s) happens to be Govt. holiday(s)/BANDH for the purchaser (ILS), the submission/opening of the tender will be on the next working day as per the time scheduled.

- 3) **Pre-Bid Conference:** A pre-bid conference will be held on 15.01.2018 in the Meeting Hall of the Institute for the sophisticated and costly equipment /all items if necessary, for clarifying issues and clearing doubts about the term and conditions of the tender, specifications and other allied technical details of the equipment projected in this sealed tender. Interested vendors are requested to participate in the pre-bid conference at their own cost, if held before submitting the tenders. No payment for attending the pre-bid conference will be made by this Institute.
- 4) **Opening of Bids:** The interested bidders or their authorized agents may remain present on the above concerned Technical bid & Price bid opening days at the scheduled time. Representatives of the bidders should bring the authorization letters from their respective vendors for attending the tender opening. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance
- 5) **Required quantity may increase & decrease:** The number and quantity mentioned in the above Tender Notice is the probable number and quantity required to be purchased. The same may be increased/decreased according to the requirement. The Director, ILS has the right to order or not to order any number and quantity of any such articles. The Director, ILS also has the right to divide/split the total order of an item among more than one party. Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in this bidding document. However, where the lowest acceptable bidder, against ad hoc requirement, is not in a position to supply the full quantity required, the remaining quantity as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder. Decision of the Director of this Institute will be final and binding on all Vendors/Bidders.
- 6) **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. Such amendment will be hosted on the website of the Institute of Life Sciences prior to the deadline for submission of the bids. All prospective bidders are expected to keep themselves updated with any possible amendments by regularly visiting the said website and such amendments will be binding on the bidders. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids. Any queries/clarifications regarding the contents of the Bidding Documents should be addressed to the Stores & Purchase Officer well in advance and should be received in this office before the scheduled pre bid meeting. Queries/clarifications should be sent in advance by Post/FAX/e-mail (spdilsc@gmail.com). The Purchaser, however, will not be liable for non-receipt of such queries, etc.
- 7) **Language of Bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Purchaser, shall be written in **Hindi or English language**.
- 8) **Documents Comprising the Bid:** The bid is required to be submitted in two parts with the bid letter. The first part is the Technical Bid and the second part is the Price/ Financial Bid. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid with their firm's seal. Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them. Each page of the general terms and conditions supplied to vendor(s)/bidder(s) with the tender should be duly stamped and signed as a token of acceptance of all terms and conditions of the tender. No deviation in the terms and conditions of the tender notice will be accepted. The supporting documents should be duly stamped & signed by the Bidder/Vendor, otherwise it will be rejected. No retyping of the general terms and conditions supplied to you is accepted. So Please submit our original general terms and conditions duly stamped and signed along with the technical bid in our format.
- 9) **TECHNICAL BID: Only competent firm who can supply the material as per required specification should submit the Bid with supporting technical documents as the specification is essence of the this procurement.** This part of the tender shall include/contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered EXCLUDING ANY PRICE DETAILS THEREOF. Technical bid should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar items, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the tenderer for purchase, term of price, mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the bidders.

This part of the tender i.e. Part-I (Technical Compliance/ Techno Commercial Un-priced Bid) shall be enclosed separately along with the EMD in an envelope duly sealed and super scribed with the Purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document. The bidder shall take special care NOT TO MIX UP the price of the stores in this part of the tender.

Manufacturer's name, makes, model, catalogue/part no. /code no. etc. of each item should be clearly mentioned. If imported, then the name, full address, phone, fax, website and e-mail of the Beneficiary/Manufacturer and authorized Indian agent (if you are a sub-agent) should be mentioned. The Items being quoted should be of Original Manufacturer and no non-standard item should be quoted. All detailed specifications and make of the items to be quoted should be clearly mentioned and attach with the offer. In case of proprietary or patented item, necessary certificates in support of the same should be attached.

Bidders are required to submit their technical bids in the **Technical Bid Format** supplied to them (7 pages). The Technical Bid prepared by the Bidder shall include the following without indicating the price in the bid form.

- (a) Technical Bid Compliance Sheet & Service support details Form;
- (b) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Technical Bid along with the General Terms & Conditions of this tender duly signed with their firm's seal in each page supplied to them.
- (d) **Manufacturer's Authorization Form, Agency's Experience Form, Declaration- General, Delisting Declaration, Certificate by the Chartered Account for MSMED firm, Financial Status Statement of the Manufacturer/Bidder for the last three financial years and Warranty Compliance Undertaking as per the format available in the Technical bid.**

The following documents in original (Self-attested with rubber seal, in case of Xerox copies) should also be enclosed along with the Technical bid. In case of Xerox copy, original documents for the following should be produced whenever required; otherwise tender submitted will be rejected at any moment.

- (i) Technical literatures, brochures etc. supporting the above specifications or facilities. The Bidders/Vendors are requested to highlight/underline the specifications in the Technical Brochure as per the specification wanted by ILS.
 - (ii) Authorization Certificate of the concerned company in your favour (or in favour of your firm through your principal dealer if you are a sub-agent) to sale /service/giving Annual Maintenance Service for the above item(s) should be enclosed along with the tender; otherwise the same will be rejected. If you are a sub-agent of a principal dealer of the main company, then a letter from the principal dealer for giving direct service/AMC to this Institute by them should be enclosed otherwise your offer will be rejected.
 - (iii) Document supporting both past and present status of both the Manufacturer and Supplier.
 - (iv) Valid up-to-date GST, ITCC, STCC, PAN Card and Tax Index No. (TIN) allotment copy. Sales tax/ Service tax/ VAT returns/ ITR for last 3 years.
 - (v) Valid proofs of any orders **without disclosing the price received** from various Govt. /Semi-Govt. /P.S.U. etc. for supply and installation of the same make and model of scientific equipment. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.
 - (vi) Service facility beyond guarantee/warranty period i.e. after sales service condition/Annual Maintenance Contract may be indicated clearly including the cost of such service and name of the firm, their financial position and past performance who will give the same service. Whether any training is needed or is it included in package deal, including technical and scientific literature, please indicate. Any difference or variation in the brand name or specification from our specification should be clearly mentioned. Brochure/ Technical literature containing the detailed specification of the models quoted should be enclosed. Give detail specification of all parts and accessories to be supplied.
 - (vii) Space, electrical load etc. needed for the instrument/equipment/article may also be indicated along with the Technical bid.
 - (viii) To make the equipment operational, does it need any additional and essential accessories? If so, then please submit the list of accessories to be given by including the cost of those essential accessories only in the main unit.
- 10) Delivery Place:** The consignment has to be delivered at this Institute and properly installed. Any freebies to be supplied with the equipment/article should be clearly mentioned.
- 11) Customs Duty:** If the rates are included of customs duty then the rates may be shown separately. It may please be noted that this Institute is exempted from paying of customs duty (as per custom rule, only concessional custom duty will be charged) by DSIR, Govt. of India.
- 12) Proprietary Item:** If the equipment/article is a proprietary one, then supporting documents with the following undertaking in your letter head are to be provided along with the Technical bid.
(**Undertaking:** Identical equipment/article for similar work is not manufactured by any other company. Such equipment/article with same specification is not available in the market as an assembled unit, assembled by parts procured from different manufacturers/suppliers. The equipment/article with even slight/minor deviation from this specification wanted by ILS will also not available with any other manufacturer/company. Such equipment/article is solely manufactured by us/our Principal.),
- 13)** If the above make /model is approved by the Director of Export Promotion and Marketing, Odisha/ Director General of Supplies and Disposals (DGS&D), Govt. of India then supporting document (valid proofs) may be furnished along with the Technical bid.
- 14)** If you are quoting the price on the above rate contracts or your quoted item is available in **GeM (Government e-Market Place)** then please send a copy of the same with information about GEM reference and price.
- 15)** Inspection methods and quality control standards.
- 16) Standards:** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. When no applicable standard is mentioned, the authoritative standard appropriate to the Goods' country of origin shall apply. Such standards shall be the latest issued, by the concerned institution.
- 17) Debarment from bidding:** A bidder shall be debarred if he has been convicted of an offence—
- (a) Under the Prevention of Corruption Act, 1988; or
 - (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
- 18) Guarantee/Warrantee:**
- a) Each equipment/article should have at **least three years** guarantee/warrantee (unless otherwise mentioned in the specification) or as per the guarantee/warrantee card whichever is higher from the date of successful installation at ILS. Guarantee/Warrantee for a shorter period will be rejected by the Purchaser as non-responsive. Preference in selection other than cost of the equipment (to be assessed by ILS) will be given for those firms opted for guarantee/more years guarantee/warrantee. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The guaranty/ warranty should be comprehensive on site, repair/replacement. If during the period of warranty any component or spare part is needed to be imported, all associated cost for replacement shall be borne by the supplier including the cost of customs duty, customs clearance charges etc. Guarantee certificate should be submitted along with dispatch documents.

- b) The supplier should provide the *service manual, user manual & guarantee/warranty card* along with the equipment, which should be handed over to the Junior Instrumentation Engineer of ILS at the time of installation of the same. Payment can only be made after receipt of the service manual, user manual & guarantee/warranty card by the Junior Instrumentation Engineer of ILS. In case of payment in advance/sight draft/letter of credit the above documents should be handed over to the Junior Instrumentation Engineer of ILS at the time of installation of the equipment, otherwise the security deposit submitted by the supplier will not be refunded.
- c) **SOFT WARE AND HARDWARE UPGRADATION:** The selected firm for the supply of tendered item will have to accept free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation.
- 19) **PRICE/ FINANCIAL BID:** The Vendors/Bidders are required to type the tender form format supplied to them on their letter head and to fill up (by typing/hand written) the same (page 1, 2, 3, 4 supplied for imported items and 5, 6, 7 for indigenous items and the Performance Statement Form of last 3 financial years and Fall Clause undertaking at page 8 & 9 respectively) and to submit the price list of the items (if any). **Any other rate quoted elsewhere except in the price format will not be considered for evaluation.** The price/ financial bid not given in the ILS format will be rejected. Preference (up to 2%) will be given to the firm who has quoted for indigenous items instead of imported items. **The performance statement form & fall clause undertaking at sl.pg.8 & 9 of the price/ financial bid may be filled up and submitted along with the price bid with supporting documents, failing which the tender will be cancelled. Bidders are requested to use page no. 5, 6 & 7 of the PRICE BID who wish to offer imported items in INR.** Preference up to 1.5% will be given to those bids quoted in Indian rupees instead of foreign currency.
- a) Shipment, payment and other conditions mentioned in the above format are final and any change will not be acceptable.
- b) The price of the goods/facility for indigenous items should be F.O.R. destination including all charges like packing, forwarding, taxes, Govt. levies etc. Under no circumstances shall prices quoted for any other location will be accepted. Quoted rate should be inclusive of all applicable statutory taxes and levies, supply, delivery charges, installation, insurance, Inspection charges, commissioning and any other charges, if any.
- c) The price should be inclusive of any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded; the price for inland transportation, insurance and other local costs incidental to delivery, installation/demonstration and onsite training of the goods to their final destination. Under no circumstances shall claim for any additional taxes, levies, etc., be entertained once the final contract is awarded on the basis of the rates quoted. Prices will remain firm till complete execution of the order.
- d) For imported items, the price may be quoted with CIF, Bhubaneswar/Kolkata value, as this Institute has its own authorized customs clearing agent only at Bhubaneswar and Kolkata Airport/ Seaport. So total CIF value may be given for CIF Bhubaneswar (Insurance up to ILS, Bhubaneswar) or CIF Kolkata (but Insurance up to ILS, Bhubaneswar). CIF value for any other city will be rejected.
- e) The rates quoted should be valid up to **31.03.2018**. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e mail). The bid security/ EMD at **Clause 22** shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- f) One supplier can also participate for more than item of the tender. But he has to give supporting documents for each tender separately.
- g) There should not be any deviation of the Price format.
- h) Price/ Financial bid must contain, not only the rates in figures, but must also be expressed in words. Any overwriting/using fluids/cutting in the Price bid will not be entertained. If there is any overwriting/using fluids/cutting in the price section then it should be authenticated (duly signed by the vendor near the same).
- i) The exchange rates for imported items quoted by the firms in foreign currencies will be taken into account as per the exchange rates applicable on the closing date of the tender i.e. on **30.01.2018**.
- j) Valid price proof of the company should be enclosed along with the price bid.
- k) **GST: As per the Notification No. 45 - Central Tax (Rate) dated 14-11-2017 of the Ministry of finance for GST concession, the rate of CGST has been reduced to 2.5% . That implies the total GST (CGST+SGST) will be calculated @5% for the Institutes/organizations who have registered with DSIR. So, please quote accordingly. The required undertaking/ certificate about "Use of the product only for our research purpose " will be submitted along with the DSIR registration certificate at the time of order. If you are quoting with higher GST, then you are responsible for not becoming the L1 bidder.**

Taxes : Income tax shall be deducted at source as per rules at prevailing rates. Please furnish your permanent Income tax number. Quoted Rates shall be inclusive of all taxes/GST. Irrespective of taxes/duties quoted by bidder in the tender, bidder shall be fully responsible for the payment of any and all taxes, duties, levies and statutory payments payable under all or any of the statutes etc. Variations of taxes and duties due to amendments to the Central/State enactments shall be to ILS's account so long as it relates to the period after the opening of the price bid, but before the contracted completion period or the actual completion period, whichever is earlier and the vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cent vat/Input Tax credit, wherever applicable. All payments due under the contract shall be paid after deduction of statutory levies at source (like Income Tax, etc.), wherever applicable if required

Bid Currencies: Prices shall be quoted both in Indian Rupees and in any freely convertible foreign currency preferably in USD (\$), Euro (€), Yen (¥), GBP (£), SGD & AUSD wherever possible for correct evaluation during comparison.

E-Payment: For all INR payments, ILS prefers to make Electronic Transfers (RTGS)/(NEFT). Payment shall be made in currency as indicated in the contract. The bidders/ tenderers are requested to give details as per the attached format in Annexure- 3 with a cancelled cheque for payment.

20) Buy Back Items

If the goods are to be quoted on 'Buy Back' basis, then bidders must offer a separate buy back price for the old item. The Purchaser reserves the right to place the order with or without 'buy back' option. If required, the condition of old buy back goods may be examined by the bidder before submission of its bid.

Signature with Seal of the Vendor/Bidder

- 21) **Negotiation for Freight & Insurance for Optional item(s):** If one bidder is selected for more than one item of a particular manufacturer or supplier, then the CIF charges may be negotiated for freight, insurance etc. Packing, Handling, Freight and Insurance charges etc. will be negotiated for the Optional Accessories to be purchased, if required at the time of order.
- 22) **EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY:** The EMD/ Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. EMD of **Rs.30,000/- for sl. 1 & Rs. 15,000/- for sl. no.2** must be deposited along with the technical bid of the tender in shape of A/C payee Demand Draft/ Banker's Cheque of commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar or through online payment. The EMD should normally to remain valid for a period of 45 days beyond the final bid validity period i.e. up to **15.05.2018**. **Please mention the item name & no. of the tender, your company name and address in the back side of the EMD draft for our reference.** The EMD to the unsuccessful Bidder(s)/Vendor(s) will be returned to them at the earliest (within 30 days) after expiry of the final bid validity (**31.03.2018**) or latest on or before the 30th day of the award of the contract or order whichever is earlier. The earnest money of the successful Bidder/Vendor may be adjusted on request of the Bidder/Vendor with the following security deposit/ performance security. Bidder(s)/Vendor(s) exempted from paying EMD shall have to furnish the related valid documents for such exemption. EMD/ Bid Security can also be deposited in the form of Bank Guarantee in the prescribed form of ILS enclosed at **Annexure - 1**. However EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY is not mandatory for the item(s) costing total FOR, ILS value less than ₹ 2,50,000/- or CIF Value less than ₹ 2,25,000/- in equivalent foreign currency.

Exemption from EMD:

Firms registered with NSIC and Central Public Sector Enterprises (PSE) who are exempted from payment of EMD are allowed exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from. To avail EMD exemption, the firms should submit a legible photocopy of valid Registration Certificate. Registration certificate should be valid as on date of quotation. Photocopy of application for registration as NSIC or for renewal of NSIC will not be acceptable. Such offers will be treated as offers received without EMD. EMD exemption document (as specified above) should be kept in separate envelope (super scribed with tender number, job & due date) and should be deposited by tender due date and time with the Price/ Finance Bid or in a separate sealed envelope. **Registration with DGS&D will not entitle the Tenderer to claim exemption from payment of EMD.**

Tender(s) without appropriate EMD will be rejected at the spot of opening of the tender and no reconsideration will be made. The tender will be rejected in the spot of the opening of technical bid, if the technical bid contains any price information about the item(s) quoted.

The EMD/ Bid Security may be forfeited:

- If a Bidder withdraws, modifies, revises, deviates from its bid or any of the terms and conditions of this tender enquiry document during the period of bid validity specified by the Bidder on the Bid Form; or
- In case of a successful Bidder, if the Bidder fails to furnish order acceptance within **30 days** and/or fails to furnish Performance Security.
- The EMD is liable to forfeited or parties who have opted for exemption from submitting the EMD, shall be barred for a period of three years from taking part in any tender floated by ILS in future, in the event of :
Non-payment of Security Deposit against LOIs / POs within the stipulated period of 30 days from date of placement of LOIs / POs.

- 23) **SECURITY DEPOSIT (SD)/ Performance Security: For sl.1**, the successful Bidder/Vendor should deposit a security money @ 10% of the total F.O.R value of the order (for orders in foreign currency SD will be @10% of the total CIP value in equivalent INR plus concessional customs duty @ 5.15% with appx. 5% additional charges for clearance & inland transportation) subject to a minimum of Rs. 25,000/- & **For sl. 2**, the successful bidder will have to deposit an indemnity bond for Rs. 50,000/- valid for a minimum period of three years within 30 days of issuance of the order, otherwise, the EMD/ Bid Security deposited with the tender will be forfeited and the order placed will stand as automatically cancelled.

After receipt of the full Security Deposit/- in shape of A/C payee Demand Draft/ Banker's Cheque of a commercial bank in favor of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar or through online payment the EMD draft or Bank Guarantee submitted by the Vendor/ Bidder with the tender will be returned through speed post/ regd. post. The EMD of the successful Bidder/Vendor can also be adjusted on request of the Bidder/ Vendor with the security deposit. Generally, the security deposit will not be refunded without satisfactory supply of all item(s) in all respect as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including warranty/guarantee and extended warranty/guarantee obligation which will be calculated from the date of successful installation of the instrument/equipment/article. The security deposit/ performance security furnished by the Bidder/Vendor will be refunded as per rule. However, security deposit/performance security is not required from Govt. Agencies/Govt. Co-Operative Stores/Govt. Super Bazaars/ Firms registered with NSIC and Central Public Sector Enterprises (PSE) who are exempted from payment of EMD. The bidder will furnish Performance Bank Guarantee in favour of Institute of Life Sciences issued by any Commercial bank (other than co-operative banks) for 10% of the total value of the material supplied and valid up to a period of 2 months beyond the expiry of defects liability period or warranty/guarantee period. In absence of submission of PBG, 10% of the total PO value will be deducted and kept as retention money. However SECURITY DEPOSIT (SD)/ Performance Security is not mandatory for the item(s) costing total FOR, ILS value less than ₹ 2,50,000/- or CIF Value less than ₹ 2,25,000/- in equivalent foreign currency.

- 24) The EMD/ Bids Security and Security Deposit/ Performance Security should be submitted in Indian Rupees only in shape of A/C Payee Demand Draft of any commercial bank in favour of "Institute of Life Sciences, Bhubaneswar" payable at Bhubaneswar or through online payment. Security deposit/ Performance Security can also be deposited in the form of fixed deposit receipt from a commercial bank or through bank guarantee (format enclosed at Annexure – 2) of a commercial bank in an acceptable manner. However, the bank guarantee should be valid till satisfactory supply of all item(s) in all respect as per quality, quantity, and specification and moreover after 60 days, beyond the date of completion of all contractual obligation of the supplier including **warranty/guarantee and extended warranty/guarantee obligation** which will be calculated from the date of successful installation of the instrument/equipment/article. Offers with EMD as Cheques or in any form other than specified above shall be treated as offers without EMD.

- 25) **Modification and Withdrawal of Bids (Prior to deadline only):** The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser (ILS) prior to the deadline prescribed for submission of bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids. No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn 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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security/EMD besides blacklisting the bidder

26) **Opening and Evaluation of Bids:**

- The Purchaser will open all Technical Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in bid details. Financial Bids of only Technically Qualified bidders will be opened in the scheduled date mentioned in this tender. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

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- (ii) During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no post Bid clarifications at the initiative of the Bidder shall be entertained.
- (iii) **Preliminary Examination:** The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM policy shall be treated as non-responsive and rejected.
- (iv) Arithmetical errors in the financial bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, the **rate quoted in words will be taken as final** and shall be binding on the agency.
- (v) The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- (vi) Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties, etc., will be deemed to be a material deviation.
- (vii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non- conformity.
- 27) **Conversion to Single Currency:** In cases where bids for a particular item are quoted in different currencies, to facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India on the closing date of the tender.
- 28) **Evaluation & comparison of bids:** For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under
- (i) **For indigenous offers:** The final landing cost (**cost F.O.R. Destination**) of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.
- (ii) **For imported offers:** The final landing cost (F.O.R. Destination) of purchase after all discounts, freight, forwarding, insurance, concessional customs duty, taxes etc. shall be the basis of evaluation. In case of import the tenderers are required to quote FOB & CIP value separately duly mentioning the break-up details for freight and insurance. This conditions should be strictly adhered to, failing which their offer will be summarily rejected.
- The comparison between the indigenous and the foreign offers shall be made on**
- FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:
- a) Towards customs duty and other statutory levies –as per applicable rates with CDEC.
- b) Towards custom clearance, inland transportation etc. - 5% of the CIF/CIP value subject to a minimum of Rs. 15,000/-
- Note: Rates quoted should indicate break-up of all items like packing, forwarding, freight, insurance charges, taxes etc. failing which the rates quoted shall be considered as all final all-inclusive rate.**
- 29) **Contacting the Purchaser & Confidentiality:** No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until award of the contract. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid without prejudice to any other action against such bidder as deemed fit by the Purchaser.
- 30) **Post qualification:** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 31) **Award Criteria & Negotiation :** The Purchaser will award the contract or place the order to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. **L1 will be decided on overall lowest quoted delivered cost basis.** In exceptional circumstances where price negotiation against an ad-hoc procurement is necessary due to some unavoidable circumstances, the same may be resorted to only with the lowest evaluated responsive bidder i.e, with the L1 bidder only .
- 32) **Purchaser's right to vary Quantities at the Time of Award:** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 33) **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 34) **Order Acceptance:** The successful bidder should submit Order acceptance of the Purchase Order within 30 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited. Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.
- 35) **Patent Rights:** The Supplier shall indemnify the Purchaser (ILS) against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 36) **PENALTY CLAUSE:** On breakdown of the Equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer of the Manufacturer/Supplier for repair of the equipment in case of requirement of spare parts. Otherwise, the above penalty charges will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment.

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The Manufacturer/Supplier is bound to extend the warranty/guarantee of the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warranty/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in the warranty/guarantee period. Both the Manufacturer/Supplier and their authorized service agent in this regard may furnish an undertaking along with the Price Bid.

- 37) **FALL CLAUSE:** If, at any time, during the tender/ contract/ supply period, the supplier reduce the said prices of such Stores/ Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, ILS and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. The supplier shall furnish a list of organizations where the equipment, in question, has/have been supplied with the period during the last one year and performance certificate from such organization may also be provided.
- 38) **Packing:** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. In case the packing is such that it is not conducive to supply at the destinations indicated, the Supplier shall be responsible for unpacking/repacking of the goods and its ultimate delivery at the destinations indicated.
- 39) **Packing Instructions:** Each package will be marked on three sides with proper paint/indelible ink, the following:
i) Item, ii) Contract/ Order No., iii) Country of Origin of Goods,
iv) Supplier's Name and v) Packing list reference number.
- 40) **Incidental Services:** The supplier may be required to provide any or all of the following services, including additional services, if any at no extra cost:
a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
e) Training if any, of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 41) **Spare Parts:** The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
b) In the event of termination of production of the spare parts:
c) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
d) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- 42) **Inspection, Tests & Progress of Supply:** Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. The Purchaser's right to inspect test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
(i) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser if so desires shall be present at the supplier's premises during such inspection and testing. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.
(ii) The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.
(iii) In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.
(iv) Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.
(v) Manuals and drawings before the goods and equipments are taken over by the Purchaser; the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipments built. 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.
(vi) The Manuals and Drawings shall be in the ruling language (English) in such form and numbers as stated in the contract.
(vii) 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.

Progress of Supply

- (a) Supplier shall regularly intimate progress of supply, in writing, to the Purchaser (ILS) as under:
(b) Quantity offered for inspection and date;
(c) Quantity accepted/rejected by inspecting agency and date;
(d) Quantity dispatched/delivered to consignees and date;
(e) Quantity where incidental services have been satisfactorily completed with date;
(f) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser (ILS) with date;

- (g) Date of completion of entire Contract including incidental services, if any; and
- (h) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

- 43) 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 wherever indicated/necessary. Such training will be provided by the Supplier on-site during installation & commissioning for operating and maintaining the system or as indicated in the Specifications, free of cost. In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.
- 44)** If supply is not completed within the stipulated period and no extension at the period of supply is applied for and granted, this Institute reserves the right to make purchase from any other sources without sending any intimation of cancellation of the order placed with the Bidder/Vendor. If the Bidder/Vendor fails to execute the order(s) within the time period, as indicated in the tender/order for supplies or as mutually agreed to, the order will be cancelled and the security deposit will be forfeited by the Institute of Life Sciences, Bhubaneswar. They will also be liable for all damages sustained by the Institute for non supply of equipment/article including the liability to pay any difference between the prices accepted by him and those ultimately paid by the Institute for the articles. The Director, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023 will assess such damages and his decision in the matter will be final.
- 45) Subcontracts:** The contract for supply cannot be sublet without the permission of the Director of Institute of Life Sciences. If required & permitted, then the Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.
- 46)** The equipment/article supplied should strictly confirm to the specification, grades etc. quoted by the firm or to the samples supplied by the firm and accepted by ILS. If any of the equipment/article supplied by the Bidder/Vendor is found to be bad or unsound, unmerchantable, inferior in quality or not in accordance with the description or otherwise faulty or unfit for use or unwholesome, the price(s), of such equipment/article has already been made to the supplier, shall be refundable. If the payment has not been made, the tender will not be entitled to any payment whatsoever for such equipment/article.
- 47) Change Orders:** The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract/ Order are to be specifically manufactured for the Purchaser;
 - (b) The method of shipping or packing;
 - (c) The place of delivery; and/or
 - (d) The Services to be provided by the Supplier.
 - (e) The delivery schedule.
- If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- 48) Contract Amendments:** No variation in or modification of the terms of the Contract/ Order shall be made except by written amendment.
- 49) Assignment:** The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract/ Order, except with the Purchaser's prior written consent.
- 50) Termination for Insolvency:** The Purchaser may at any time terminate the Contract/ Order by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 51) Governing Language:** The contract/ order shall be written in **English language**. All correspondence and other documents pertaining to the Contract/ Order, which are exchanged by the parties, shall be written in the same language.
- 52) Disqualification of Tenders:**
- (a) Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice.
 - (b) Conditional quotations/tenders will not be considered.
 - (c) Incomplete tenders & tenders not made in the prescribed format /tenders without required documents/tenders without EMD will be rejected. Tenders submitted after the closing date and time will not be entertained and ILS will not be responsible for refund of the same. The tender document is not transferable.
 - (d) Tenders for more than one item submitted in a single envelope.
- 53) Shipment advice and shipping documents for imported equipment/article:**
Shipment Advice: Successful tenderers, should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Institute. The shipment details and a set of copy of all shipping documents must be sent to us as well as to our custom clearing agent sufficiently ahead in order to avoid delay in custom clearance, any damage to the Consignment and to avoid penalty charges for not filling of the Bill of entry in time. Supplier should ensure that all shipping documents mentioned below in original reaches to us prior to the arrival of the consignment at Kolkata airport or seaport /Bhubaneswar Airport in order to clear the consignment from the Customs Authority without paying any demurrage charges. The demurrage charges, penalty charges for not filling BOE and other related charges, if any, due to negligence on the part of the shipper / consignor would be borne by the bidder/ supplier.

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Shipping Documents: At least 4 copies with original of all shipping documents including invoice, delivery chalan /packing list, weight list (both net & gross), **Country of Origin certificate issued by a Chamber of Commerce**, insurance documents, pre-shipment inspection certificate [to be issued by the Manufacturer or Beneficiary for item(s) value less than Rs.25.00 lakhs(appx. FOB value) and by the Society General De Surveillance S.A. Geneva or their local Accredited representatives for appx. FOB value ₹ 25.00 lakhs or more certifying that “the goods conform to the specifications and quality in order No. (Mentioning this Purchase Order No. & Date) of Institute of Life Sciences, Bhubaneswar”] etc. should be sent along with the consignment. **Only direct documents through Airlines are accepted. For any third party transport documents/console agent documents the delivery order/other related charges are to be borne by you/ your following Indian agent. The destination charges applied on issuance of the Cargo Arrival Notice by the freight agents may be settled by the Indian Agents of the respective Shippers/ Suppliers. However, ILS will bear only the normal charges which are approx. ₹5,000/-.** Transport documents must not date prior to the order and short form/blank back transport documents are not acceptable. All the above documents should be properly signed and stamped by the authorized signatory of the firm. Insurance policy for this consignment must cover Institute Cargo Clauses (Air), Institute War Clauses (Air cargo) and Institute Strike Clauses (Air cargo) covering in the case of dispatch by AIR and Institute Cargo Clauses (Air), Institute War Clauses (cargo) covering in the case of carriage by Sea. Also insurance policy may be done for 100% of invoice value plus 10% in the currency of this order with claims payable in India. No consignment will be accepted without proper documents as mentioned above.

Partial shipment: Not permitted. **Transshipment:** Not permitted/permited on request with a condition to bear all expenses for this.

- 54) Other Important Clauses:** This Tender is not transferable. All enclosed tender documents along with the Annexure / Attachments will form part of the tender. Tenderer(s) shall return the completed tender set duly signed and stamped at the end of each page in token of having read, understood and accepted the terms and conditions. All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be stamped and signed by the Tenderer or by a person holding Power of Attorney authorizing him to sign on behalf of the tenderer before submission of tender. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender. **Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.**

ILS shall not be bound to accept the lowest tender and reserves right to accept any or more tenders in part. Decision of the Director, ILS in this connection shall be final. ILS will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process. ILS shall not be responsible for any expenses incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process. Fax/e-mail bids shall not be accepted.

UNSOLICITED POST BID MODIFICATION

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation / exceptions. After tender submission due date & time/ extended due date & time (as the case may be) the bidders shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought/allowed on any deviations or exceptions mentioned in the bid unless discussed and agreed by ILS in writing.

REBATE

No suo-moto reduction in prices quoted by bidder shall be permitted after tender submission due date & time/ extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.

- 55) Liquidated Damages Clause:** The date of delivery mentioned in the order should be strictly adhered to, otherwise the Director, ILS reserves the right not to accept the delivery in part or full and to claim liquidated damages @ 1% per week or part thereof subject to a maximum of 10% of the total value of the supply order. The extension of the date of delivery, if required should be obtained before the expected delivery date. Only in exceptional circumstances to be justified in writing, an exemption from such provision can be made.
- 56)** Merely, issue of tender documents to the intending bidders or submission of tenders by the bidders does not make them eligible for award of the order. Vendors/Bidders are requested to carefully study the terms and conditions and eligibility criteria before submitting the offers. If any cheating or forgery is found at any moment, the Director, Institute of Life Sciences holds the right to forfeit the EMD or Security money and is empowered to take legal action as deem fit. ILS reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by its Director , in case of withdrawal of offer at any stage , non - acceptance of LOI/ PO or non - execution of order or any other breach of tender terms and conditions. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Director, ILS shall be final and binding.
- 57) Auto Cancellation of the Order:** ILS also reserves the right to cancel the order in the event of one or more of the following circumstances:
- If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract.
 - Serious discrepancy in equipment noticed during the pre-dispatch inspection, if any.
 - Breach by the tenders of any of the terms and conditions of the tender.
 - Any action by the vendor which is in breach of contract, law or accepted practices in commercial transactions.
 - If the vendor goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, ILS reserves the right to forfeit the Performance guarantee/EMD submitted to ILS by the vendor and delisting the vendor.

- 58) Termination:** The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or part:
- If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract or fails to perform any other obligation(s) under the contract.
 - If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent or collusive or coercive practices on fraud or corruption in competing for or in executing the contract.

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59) Submission, Sealing and Marking of Bids

The TECHNICAL BID with EMD & PRICE/ FINANCIAL BID after properly sealed (preferably wax/ cello tape seal) in two separate envelopes (marked as “TECHNICAL BID with EMD” and “PRICE BID” for supply of Liquid Nitrogen Storage Container /Tank & Supply of LN2 on rate contract basis, Tender Notice No. **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**) should be sent in a single sealed (preferably wax/ cello tape seal) envelope super scribed as “Supply of Static Vacuum Insulated Cryogenic Vessel (LN2 Storage Container/Tank) & Supply of LN2 on rate contract basis vide Sealed Limited Tender Notice No. **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018, Due on 30.01.2018 (16.00 HRS.)**” to the Stores & Purchase Officer, Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023, India

It may be noted that if any tender received without marking the above, especially the Item No. / Name of the item, then that tender /quotation will not be opened i.e. it will be rejected. If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. Please send your above sealed tender(s) preferably by Govt. Registered / Speed Post .Tender(s) can also be submitted in the office of the undersigned on any working day between 10.00 hrs. to 15.30 hrs. against receipt / acknowledgement on or before closing date and time. **Tender(s) brought by post / courier after the closing date and time will not be entertained and ILS will not be responsible for refund of the same.** ILS shall not be responsible for any postal delay/any other difficulties in receipt and submission of tender within the above stipulated dates. **Tenders/bids received by fax /e-mail will not be entertained.** In the event of the above specified date for the submission of Bids being declared a holiday for the Purchaser (ILS), the Bids will be received up to the appointed time on the next working day. The Purchaser (ILS) may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance, in which case all rights and obligations of the Purchaser (ILS) and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 60) The Director, Institute of Life Sciences reserves the right to accept/reject any/all the tenders in part or in full without assigning any reason thereof. The Director, Institute of Life Sciences, Bhubaneswar is also not bound to accept the lowest or any bid under this tender process. ILS reserves the right to reject offers not meeting its Technical requirements and commercial conditions. Orders will be finalized on overall lowest quoted delivered cost. Bids shall be evaluated on the basis of landed cost at site, including all duties, taxes, freight etc. ILS reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. ILS reserves right to accept any or more tenders in part. Decision of ILS in this regard shall be final and binding on the bidder. No disputes could be raised by any tenderer(s) whose tender has been rejected. ILS shall follow purchase preference / price preference as per prevailing guidelines of Government of India.
- 61) The court situated at Bhubaneswar shall have jurisdiction to decide any dispute or litigation, if arises in future, beyond the above-mentioned rules and regulations. The resultant contract will be interpreted under Indian Laws.

Tenderers submitting tenders would be deemed to have considered and accepted all the terms and conditions. However, the Bidders/ Vendors are requested to sign on each page of the General Terms & Conditions as a token of their acceptance of the terms & conditions of ILS.

Please sign the following undertaking otherwise your tender will not be accepted.

I/We hereby undertake to abide by all the rules and regulations formulated by ILS and mentioned in the Tender Notice No. **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018** of Institute of Life Sciences, Bhubaneswar. I/We also undertake to follow the final decision taken by the Director, ILS in case of any dispute in future.

Name of the Vendor/Bidder:	Name of the Manufacturer/Foreign Principal
Address:	
Tel. No(s):	
Fax No(s):	
Mobile:	
E-mail:	
Full Signature (authorized signatory):	
Seal of the Firm	

Sd/-
Stores & Purchase Officer

N.B.: Please submit this general terms and conditions duly signed and stamped in each page along with the technical bid failing which your offer will be rejected.

Enclosure:

Bid Letter Format- 1 page
Technical Bid Format- 7pages
Price Bid Format- 7 pages
Performance Statement & Fall Clause Undertaking - 1 page each
EMD/ Bid Security F as Annexure-1- 1 page
Security deposit/ performance Security Form as Annexure-2- 1 page
Format for payment in INR through RTGS/NEFT as Annexure-3- 1 page

Copy to: 1) Mr. S.Kar, Information Officer, ILS, Bhubaneswar- 751 023 for display of this tender notice and tender format in ILS website www.ils.res.in and in Govt. portal (CPPP in www.eprocure.gov.in & www.tenders.gov.in) on or before **08.01.2018**.
2) Notice Board of ILS.

BID LETTER FORMAT

Ref. No.....

dated

To

The Stores & Purchase Officer,
Institute of Life Sciences,
Nalco Square, Bhubaneswar- 751 023

Sub.: Supply, Installation, Commissioning and Satisfactory Demonstration of Static Vacuum Insulated Cryogenic Vessel (LN2 Storage Container/Tank) & Supply of LN2 on rate contract basis vide your Sealed Limited Tender Notice No. IV- 273 - S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018.

Sir,

We, the undersigned agency, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document. Our offices are equipped with adequate facilities for Supply, Installation, Commissioning and Satisfactory Demonstration of the above scientific equipment required by you. All prices mentioned in the PRICE/FINANCIAL BID is in accordance with the terms and condition specified in the bidding document and extant statutes/rules etc. All the prices and other terms and conditions of this proposal are valid up to **31.03.2018**. We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per the terms and conditions mentioned in the above tender.

We enclose herewith the complete Technical Bid as required by you. However the price/Financial bid is in separate sealed cover which is to be opened **on 08.02.2018**, if our Technical bid found to be successful.

We understand that you are not bound to accept the lowest or any bid you may receive.

Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

or

A company and the person signing the tender is the constituted attorney.

or

A consortium of companies with the primary party designated in Annexure A and the person signing the tender is the constituted attorney or authorized signatory of the primary party.

I, the undersigned, hereby acknowledge that I have read, understand and agree to be bound by all the terms and conditions mentioned in the Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018** of the Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023, Odisha, India

Date:

(Signature of the authorized person of the Agency)

Full Address:

Telephone No(s):

Fax No(s):

E-mail:

Website:

Details of Enclosure:

1)

2)

3)

4)

5)

Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.



INSTITUTE OF LIFE SCIENCES

Nalco Square, Bhubaneswar – 751 023.

TECHNICAL BID FORMAT

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

Sub: Supply, Installation & Satisfactory Demonstration of Static Vacuum Insulated Cryogenic Vessel (LN2 Storage Container/Tank) & Supply of LN2 on rate contract basis

Imp. Notes: Tender(s) not submitted in the prescribed technical format of the Institute will be rejected. Please don't provide any type of price information of the product/article in the technical bid. If found so, the tender will be rejected in the spot of opening of tender and no request in the matter for reconsideration will be entertained.

Instrument/ Equipment/Article Name :
Item sl. No. of the above Tender Notice :
Name & Address of the Original Equipment Manufacturer :

Tel. No(s): Fax No(s): E-mail: Website:

Name & Address of the Authorised Dealer/ Bidder :

Tel. No(s): Fax No(s): E-mail: Website:
Marketed by (if other than the Dealer/Manufacturer) :

Tel. No(s): Fax No(s): E-mail: Website:
Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry.
[NOTE: Any changes after submission of Tender documents, please update ILS, BHUBANESWAR]

a) Full Name:

b) Complete Postal Address:

c) Telephone No(s).: d) Fax No(s).:

e) Mobile No(s).: f) E-mail: g) Website Address:

TAN/ PAN No. of the Bidder :

GST/ TIN No. of the Bidder :

Whether you are a Govt. Agency / NSIC/ Micro, Small and Medium Enterprises (MSME) / Central Public Sector Enterprises : **Yes / No** (If yes then please mention the category, regd. details, validity etc.)
(.....)

(For NSIC & MSME firms, please mention if the product being quoted is actually manufactured by them and the product is registered with these agencies. Enclose valid proofs)

Whether you are enlisted with GEM : Yes/No

Make and Model :

Page No. of the Tech. Brochure/Catalogue :

EMD details: ₹ D.D. /Banker's Cheque No..... Date.....

Issuing Bank & Branch: _____ Last validity date of the enclosed DD/BC _____

Please mention details about price, taxes etc. if your above Make & Model is available in the GEM (Govt. E-Market Place) or approved by the Director of Export Promotion and Marketing, Orissa/ Director General of Supplies and Disposals (DGS&D) ,Govt. of India	
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Ref. No..... (Put your ref. no. if any)

Date.....

Validity of the Tender: (Minimum up to 31.03.2018)

The Bidders are required to submit the following Technical Compliance Sheet along with the Manufacturer's Authorization Form, Service Support Details Form, Agency's Experience Form, Declaration-General, Delisting Declaration and the Financial Status Statement of the manufacturer/bidder for last three years duly filled in their letter head for evaluation of their Technical Bid(s). In absence of any of the above form, the tender is liable to rejection.

Technical Bid Compliance Sheet

Sl. No.	Tender Specifications/facilities wanted by ILS	Bidder's Specifications/Offer	Catalogue Page No/Bid Page No. on which compliance information is given & which is attached in the bid submitted. (Enclose technical literature in support of your claim).	Compliance (YES/NO)	Any remark or feedback by the bidder about deviation

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications must be provided. If any deviation is proposed by the Bidder, the same must be clearly indicated and enclosed as deviation as per given format. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications should also give the page number(s) of the technical literature where the relevant specification is mentioned. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points of specification, failing this will result in rejection of bid.

The indenting scientist or the technical committee can ask for demo in ILS (if required at the time of technical evaluation). If bid participating firm fails to arrange for demo, it will result in rejection of the bid on the ground of failure to arrange for demo. In case of demo is to be arranged at different place other than ILS, all the incidental expenses of this arrangement has to borne by the bid participating firm. No Queries will be entertained for waive off for demo as it is in utmost interest of the organization to make correct procurement as per end user requirement and use public fund in correct manner with avoid of risk of purchase of standard material. As specification is essence of this purchase no comprise will be made in ascertaining the right quality of product as per requirement for ILS. Sometimes, some of the technical facilities are not clearly mentioned in the technical brochures/literatures supplied by the firms in support of the above specifications. In that case, the vendors are requested to give an undertaking (preferably through the principal/manufacturer of the item if the vendor is an agent / sub-agent) that those technical facilities are available in the model quoted by them. In case of false undertaking, the vendor will be black listed and the EMD/Security Deposit will be forfeited.

QUALIFICATION REQUIREMENTS

1. The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.
2. The Indian Agents of foreign manufacturers / suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current Foreign Trade Policy must be registered with DGS&D.
3. The bidder should have executed at least one similar order successfully during the preceding three financial years. The details should be incorporated in the performance statement form along with documentary evidence.
4. Details of service support facilities that would be provided after the warranty period should be submitted in the Service Support Details Form.
5. That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract.
6. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for one year after end of warranty period if required.
7. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
8. Other things being equal, preference shall be given to firms who or his principal have supplied and installed similar system at any DBT /DST/CSIR/ ICAR/ ICMR/DAE/ DRDO/ /other Govt. or autonomous research Labs in India.

Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this chapter.

The following documents in original (Self-attested with rubber seal, in case of Xerox copies) should also be enclosed along with the Technical bid. In case of Xerox copy, original documents for the following should be produced whenever required; otherwise tender submitted will be rejected at any moment.

The bidder shall take special care NOT TO MIX UP the price of the stores in this part of the tender.

1. Technical literatures, brochures etc. supporting the above specifications or facilities. The Bidders/Vendors are requested to highlight/underline the specifications in the Technical Brochure as per the specification wanted by ILS.
2. Authorization Certificate of the concerned company (OEM) in your favour (or in favor of your firm through your principal dealer if you are a sub-agent) to sale /service/giving Annual Maintenance Service for the above item(s) should be enclosed along with the tender; otherwise the same will be rejected. If you are a sub-agent of a principal dealer of the main company, then a letter from the principal dealer for giving direct service/AMC to this Institute by them should be enclosed otherwise your offer will be rejected.
3. Document supporting both past and present status of both the Manufacturer and Supplier.
4. Valid up-to-date ITCC, STCC, PAN Card and Tax Index No. (TIN) allotment copy. Proof of GST NO. /VAT returns/ ITR for last 3 years.
5. Valid proofs of any orders (**without price / please delete the prices mentioned in the order**) received from various Govt. /Semi-Govt. /P.S.U. etc. for supply and installation of the same make and model of scientific equipment. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.

Signature with Seal of the Vendor/Bidder

(Strike out whichever is not necessary)

Contd....P/3

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6. Service facility beyond guarantee/warranty period i.e. after sales service condition/Annual Maintenance Contract may be indicated clearly including the cost of such service and name of the firm, their financial position and past performance who will give the same service. Whether any training is needed or is it included in package deal, including technical and scientific literature, please indicate. Any difference or variation in the brand name or specification from our specification should be clearly mentioned. Brochure/ Technical literature containing the detailed specification of the models quoted should be enclosed. Give detail specification of all parts and accessories to be supplied.
7. To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

PRE-REQUISITES, IF ANY, FOR INSTALLATION OF THIS EQUIPMENT SHOULD BE CLEARLY INDICATED IN THE TECHNICAL BID, FAILING WHICH IT WILL BE PRESUMED THAT NO SUCH PRE-REQUISITES ARE REQUIRED AND IT WILL BE THE COMPLETE RESPONSIBILITY OF THE VENDOR TO MAKE THE EQUIPMENT FUNCTIONAL WITHIN THE QUOTE PRICE.

Important and mandatory terms & conditions for Supply of LN2 for a period of minimum 3 years:

- The contract shall be valid initially for a period of 03 years from the successful installation of the container in the premise .At any time during the term of this contract, ILS, Bhubaneswar will have an option to terminate this contract for any or no reason whatsoever upon serving (02) months written notice in advance to the supplier. ILS, Bhubaneswar will also be required to clear all the previous dues, if any along with the notice to the supplier. However, the supplier shall have no such termination rights during the contract term. The term of the contract shall be for a period of Three (3) years from the Contract Commencement Date, with ILS having an option of extending the term automatically to another period of Three (3) years on the terms and conditions, as set forth in this tender. During the above stated term of the contract, the contract will be renewed at the end of every Three (3) years without execution of any fresh Contract Deed, unless the ILS opts for termination, by sending two months prior notice to the Supplier, before expiry of each contract period of Three (3) Years. This Contract may be extended for a further term by mutual consent of both the parties in writing.
- Agreed rate as per the agreement will not revise during the agreement period.
- If the supplier commits a breach of any term or condition of this contract, then in such event, ILS shall be entitled to give to the supplier a 30 (thirty) days' notice in writing calling upon the supplier to resolve the breach. If within 30 (thirty) days from the receipt of the notice, the supplier refuses, fails or neglects to rectify the breach, then ILS shall have an option to terminate this contract.
- Any notice or other communication shall be made in writing in the English language and shall be delivered by hand or sent by courier to the address: The Director, Institute of Life Sciences, Nalco Square, Bhubaneswar, Odisha-751023. An advance copy can be sent through email.

**Important terms & Conditions for supply of Static Vacuum Insulated Cryogenic Vessel (LN2 Storage Container/Tank)
(Please fill the following details in your letter head)**

Vendor Name:		
Tender No.: IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS	Tender Date: 05.01.2018	Tender due Date: 30.01.2018

Sl. No.	Terms & Conditions	Accepted	Not accepted
1	Supply: Supply of Liquid Nitrogen Storage Container as per tender document without deviation		
2	Delivery: Within 03 months from the date of issue of Purchase Order Free delivery and installation at Institute of Life Sciences, Bhubaneswar		
3	Necessary civil foundation, fencing and location will be provided by ILS for which foundation drawing shall be provided by the supplier.		
4	The vendor should provide us the facilitation in securing the License if any, for the LN2 tank & Storage License on behalf of ILS, Bhubaneswar from Controller of Explosives and its renewal within warranty.		
5	Warranty should be given at least for 3 years from installation		
6	The vendor will provide at least one preventive and two routine maintenance at the site at free of cost within warranty		
7	Payment: Payment will be made within 30 working days through A/C Payee Cheque/draft, RTGS/NEFT/ Wire transfer from the date of receipt and successful installation		
8	Validity: At least up to 31.03.2018		

The vendors will be required to furnish the following mandatory documents at the time of installation in order to qualify for getting payment:

Sl. No.	Documents
1	Manufacturer's Quality Certificate
2	Inspection certificate from a reputed agency like Lloyd
3	Petroleum and Explosives Safety Organization (PESO) approved documents
4	Quality Assurance plan
5	Cold Stretching Test Report
6	Material Identification Reports with Material test certificate
7	Non Destructive Testing (NDT) Reports
8	Instruments Test Certificates

**Signature with Seal of the Vendor/Bidder
Contd....P/4**

MANUFACTURERS' AUTHORIZATION FORM

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. In case of foreign manufacturer, scan copy can be accepted if supported by copy of original valid normal authorization to local distributor is submitted along with above format.

No. _____

Dated _____

THE DIRECTOR
INSTITUTE OF LIFE SCIENCES
 Nalco Square, Bhubaneswar – 751 023.

Dear Sir:

We _____ who are established and reputable manufacturers of _____ having factories at _____ (address of factory) do hereby authorize M/s (Name and address with contact details like Tel. No(s)/ Fax/ E-mail etc. of Agent/Sub-Agent) to submit a bid, negotiate and receive the order from you against your Sealed Tender Notice No. **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018.**

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

We hereby extend our full guarantee and warranty as per the condition of the above tender for the goods and services offered by the above firm(s).

Yours faithfully,

Authorized Signatory
 (Having the power of Attorney on
 behalf of the Manufacturer)

SERVICE SUPPORT DETAILS FORM*(To be submitted in Manufacturer's/Bidder's Letter Head)*(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

Sl. No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Local Address, Telephone Nos. Fax No(s). and e-mail address of the firm located at Bhubaneswar or its adjoining areas	Value of minimum stock of consumable/spares held at all times.

Signature and Seal of the Manufacturer/Bidder.....

Place:

Date:

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Agency's Experience Form

(To be submitted in Manufacturer's/Bidder's Letter Head)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

Clients Details where such items/facilities have been supplied/ installed/ commissioned have been undertaken

Name & Address of Client :

Type of Client :

Address:

Tel. No(s):

Fax No(s):

E-mail:

Details of Items supplied/installed:

Quantity:

(Documentary evidence in respect of each client to be enclosed)

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:

TO BE FILLED BY MANUFACTURER/BIDDER REGISTERED WITH NSIC

(To be submitted in Manufacturer's/Bidder's Letter Head)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

To

THE DIRECTOR

INSTITUTE OF LIFE SCIENCES

Nalco Square, Bhubaneswar – 751 023.

1	NAME OF BIDDER	
2	WHETHER REGISTERED WITH NSIC: YES/NO	
3	WHETHER COPY OF NSIC CERTIFICATE ENCLOSED : YES /NO	
4	NSIC REGISTRATION CERTIFICATE IS VALID UPTO:	
5	MONETARY LIMIT OF NSIC REGISTRATION CERTIFICATE:	
6	WHETHER ITEM QUOTED IS COVERED IN NSIC REGISTRATION CERTIFICATE: YES /NO	
7	whether you have succeeded in securing orders for same items(item quoted), in competition (i.e. without price preference) with large scale units during the preceding 12 months (from the date of this tender. (say : yes or no)	

Sign & stamp of NSIC registered bidder

Certificate by Chartered Accountant

This is to certify that M/s....., (here in after referred to as a company) having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II))..... Dated, category..... (Micro/small). (Copy enclosed).

Further verified from the books of Accounts that the investment of the company as on date as per MSMED Act 2006 is as follows:

1. For manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the terms specified by the Ministry of small scale Industries vide its notification no. 5.0.1722 (E) dated October 5, 2006.): Rs. Lacs
2. For service Enterprises: Investment in equipment (Original cost excluding land and building and furniture, fitting and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006):Rs. Lacs

The above investment of Rs. Lacs is within permissible limit of Rs. Lacs for Micro/ small (strike off which is not applicable)

Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership Number:

Seal of Chartered Accountant

Signature with Seal of the Vendor/Bidder

#6#

DECLARATION-GENERAL

(To be submitted in Manufacturer's/Bidder's Letter Head)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

To
THE DIRECTOR
INSTITUTE OF LIFE SCEINCES
Nalco Square, Bhubaneswar – 751 023.

Dear Sir,

I/WE HEREBY DECLARE THAT WE HAVE READ & UNDERSTOOD ALL THE GENERAL TERMS & CONDITIONS, TECHNICAL SPECIFICATIONS ETC. MENTIONED IN THE ABOVE TENDER AND THE SAME IS ACCEPTABLE TO US AND WE WILL ABIDE BY THE SAME.

I/We also declare that:

- (a) The documents submitted by me/us is/are genuine and undisputable and in the event of its coming to notice at later date that the documents are not genuine, I/we shall be liable for criminal action and such compensation payable to ILS as may be decided by the Institute.
- (b) I/We will not withdraw my/our tender after opening of Technical Bid and if done so; my/our EMD may be forfeited.
- (c) I/We have not been blacklisted by any of the Government Department/ Government Institutions etc. during last three years.
- (d) There is no complaint against me/us such as “delayed supply, non-supply, non-submission of performance bank guarantee and refusal of supply etc. and for which ‘no punishment of any type’ has been given/awarded by any of the Govt. Departments/Govt. Institutions etc.

Signature with Seal of the Manufacturer/ Bidder

Place:
Date:

DELISTING DECLARATION

(To be submitted in Manufacturer's/Bidder's Letter Head)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

To
THE DIRECTOR
INSTITUTE OF LIFE SCEINCES
Nalco Square, Bhubaneswar – 751 023.

Dear Sir,

We M/s _____ hereby declare/clarify that we have not been banned by any Government or quasi Government agencies or Public Sector Undertakings.

NOTE: If you are banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details.

Signature with Seal of the Manufacturer/ Bidder

Place:
Date:

Contd....P/7

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FINANCIAL STATUS STATEMENT OF THE MANUFACTURER/BIDDER FOR LAST THREE YEARS

(To be submitted in Manufacturer's/Bidder's Letter Head)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

Sl No..	Financial / Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in Indian Rupees)
1	2014-15			
2	2015-16			
3	2016-17			
...

Place:

Signature with Seal of the Manufacturer/ Bidder

Date:

Warranty Compliance Undertaking

(To be submitted in Manufacturer's/Bidder's Letter Head)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

To
THE DIRECTOR
INSTITUTE OF LIFE SCEINCES
Nalco Square, Bhubaneswar – 751 023.

Dear Sir,

Subject: Supply & installation of the above equipment – Quantity: _____no(s).

This bears reference to our quote no. _____ dated _____

1) We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established standards for materials specification, drawings or samples if any, and shall operate properly. We shall be fully responsible for its efficient operation.

2) Alternative equipment shall be provided free of cost to the Institute within two weeks in case of major defects arising in the existing equipment/machine in the comprehensive warranty period of ___ year(s), Extended Warranty period of _____year(s) and CMC period of _____year(s) from the date of installation of the equipment.

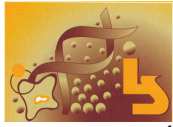
3) We also accept free up-gradation of software (all update & upgrades) upto 5 years from the date of satisfactory installation if supplied with the equipment/ article.

Yours faithfully

Signature with Seal of the Manufacturer/ Bidder

Place:

Date:



INSTITUTE OF LIFE SCIENCES
Nalco Square, Bhubaneswar – 751 023.

TENDER FORM FORMAT (PRICE/ FINANCIAL BID - IMPORTED ITEMS)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

Sub: Supply, Installation & Satisfactory Demonstration of Static Vacuum Insulated Cryogenic Vessel (LN2 Storage Container/Tank) & Supply of LN2 on rate contract basis

Tender(s) not submitted in the prescribed price format of the Institute will be rejected.

Instrument/ Equipment/Article Name :
Item sl. No. of the above Tender Notice :
Name & Address of the Original Equipment Manufacturer :

Tel. No(s): Fax No(s): E-mail: Website:
Name & Address of the Authorised Dealer/ Bidder :

Tel. No(s): Fax No(s): E-mail: Website:
Marketed by (if other than the Dealer/Manufacturer) :

Tel. No(s): Fax No(s): E-mail: Website:

Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents, please update ILS, BHUBANESWAR]

a) Full Name :

b) Complete Postal Address:

c) Telephone No(s): d) Fax No(s):

e) Mobile No(s): f) E-mail: g) Website Address:

TAN/ PAN No. of the Bidder :

GST/ TIN No. of the Bidder :

Whether you are a Govt. Agency / NSIC / Micro, Small and Medium Enterprises (MSME) / Central Public Sector Enterprises : **Yes / No** (If yes then please mention the category, regd. details, validity etc.)
(.....)

(For NSIC & MSME firms, please mention if the product being quoted is actually manufactured by them and the product is registered with these agencies. Enclose valid proofs)

Whether you are enlisted with GEM : Yes/No

Make and Model :

Page No. of the Tech. Brochure/Catalogue :

EMD details: ₹ D.D. /Banker's Cheque No..... Date.....

Issuing Bank & Branch: _____ Last validity date of the enclosed DD/BC _____

Please mention details about price, taxes etc. if your above Make & Model is available in the GEM (Govt. E-Market Place) or approved by the Director of Export Promotion and Marketing, Orissa/ Director General of Supplies and Disposals (DGS&D) ,Govt. of India	
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Signature with Seal of the Vendor/ Bidder

PRICE TABLE (IMPORTED ITEMS) : Ref./Quotation No....., Date:.....

N.B: If a firm quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered.

Sl. No.	Cat. No/Code/ Part No.	Brief Description of Goods (with make & model)	Qty.	Price (each) incurrency ⁺	Total Price incurrency ⁺
Essential Accessories for function of the system (if any) :					
Items to be supplied free of cost (if any) *					
Total Ex-works (F.O.B /FCA** -) -					
Less Agency Commission @ % which is to be payable to the above Indian Agent in equivalent in Indian Currency (if any) -					
\$Goods specification certification charges (applicable only - for the items having appx. FOB value more than ₹ 25.00 lakhs or more) .					
Packing, Handling, Forwarding etc. (if any) -					
Net F.O.B/ FCA Charges -					
Sea/ Air/ Freight charges -					
Insurance ⁺⁺ Charges -					
Any other charges like installation, commissioning, training etc. -					
Total C.I.P Charges: Bhubaneswar/Kolkata (tick the proper place) -					
Only direct documents through Airlines/Steamer are accepted. For any third party transport documents/console agent documents the delivery order fees, steamer agent charges, no objection charges, FDO charges, deconsolidation charges & any other related charges are to be borne by you/ your following Indian agent. The destination charges applied on issuance of the Cargo Arrival Notice by the freight agents may be settled by the Indian Agents of the respective Shippers/ Suppliers. However, ILS will bear maximum ₹5,000/- for all above charges. Charges over and above Rs.5,000/- is to be borne by the supplier/ their Indian agent/ bidder: Agreed/ Disagreed					
If disagreed then please mention the charges over and above Rs.5,000.00 in INR: Rs...../- (including taxes).					
If the same is below Rs. 5,000/- then pl. mention the total D.O & related charges including taxes :Rs...../- (This Cost will be added for ranking/evaluation purpose of the price bid)					

Total CIP/CIF value in words :

CIF/CIP value up to: (Bhubaneswar/Kolkata) with insurance up to ILS Bhubaneswar

Percentage of Chargeable Customs Duty : Nil/ @ 5.15% (please tick the right one)

(Customs duty will be paid by ILS to the Customs Authority at the time of Custom clearance. It may please be noted that this Institute is exempted for paying of Customs Duty by DSIR, Govt. of India. Only concessional custom duty will be charged as per customs rule)

If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

Optional Accessories (in order of priority)					
Sl. No.	Cat. No/Code/ Part No.	Name of the Item (in brief)	Qty.	Price (each) incurrency ⁺	Total Price incurrency ⁺
1.					

Price Table for LN2 supply on monthly basis

Sl. No.	Name of the Item	Qty.	Unit Price in Rs.	GST/Taxes [#]	Other charges	Total price in Rs.
1	Liquid Nitrogen Gas	1 ltr [^]				

(^ Minimum order will be 500 ltr. per month)

#GST: As per the Notification No. 45 - Central Tax (Rate) dated 14-11-2017 of the Ministry of finance for GST concession, the rate of CGST has been reduced to 2.5% . That implies the total GST (CGST+SGST) will be calculated @5% for the Institutes/organizations who have registered with DSIR. So, please quote accordingly. The required undertaking/ certificate about "Use of the product only for our research purpose " will be submitted along with the DSIR registration certificate at the time of order.

Valid price proof (authenticated price list of the main company) against each item including the above main item(s) should be enclosed along with the price bid, if you are a dealer / sub-dealer of the main company. Same discount is also to be given on the optional item(s) as offered in the main Equipment. Please don't write as discounted prices.

N.B.: Packing, Handling, freight and insurance charges etc. will be negotiated for the Optional Accessories to be purchased, if required at the time of order.If the above Equipment is a proprietary one (see clause no.16 of the General Terms and Conditions of the Sealed Limited Tender Call Notice No.: **IV-273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**), then an undertaking may be furnished that the same item has never been supplied at a lower cost than quoted above to any other organization (i.e. any higher discount than the above offered discount has never been given to any other organization).

(**Put Country/ Place Name , + Put Currency name , ++ Insurance charges must be calculated up to ILS, Bhubaneswar, otherwise, your offer will not be entertained, * No price benefit will be given for those items supplied free of cost ,but preference will be given at the time of selection, if the prices of two bidders are equal. \$Society General De Surveillance S.A. Geneva or their local accredited representatives certifying that "the goods conform to the specifications and quality as per the order (by mentioning this Purchase Order No. & date) of Institute of Life Sciences, Bhubaneswar"

For the purpose of reimbursement of Service tax, vendor should give tax invoice with registration number etc.**TAX DETAILS FOR INFORMATION PURPOSE ONLY AND NOT FOR EVALUATION**

Bidder required to furnish the details of Tax , in the following table.

Sr.No	Description	Applicable Tax %
	GST /SERVICE TAX /WCT	
	OTHERS (Specify) , if any	

(Strike out whichever is not necessary)

Signature with Seal of the Vendor/Bidder**Contd....P/3**

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INSTITUTE OF LIFE SCIENCES
Nalco Square, Bhubaneswar – 751 023.
TERMS AND CONDITIONS (IMPORTED ITEMS)

(Sealed Limited Tender Notice No.: IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018)

Name & Address of Beneficiary/ Manufacturer :
(To whom purchase order will be addressed)

Tel. No(s): Fax No(s): E-mail: Website:

Name & Address of the Banker :
(should be changed, if needed)

Tel. No(s): Fax No(s): E-mail: Website:

SWIFT CODE: Account Name/No.

Wire Transfer Details (if payment is to be made through wire transfer) :

Country of Origin :
Shipment conditions

1. Port of shipment -
2. Partial shipment - Not permitted by ILS
3. Trans-shipment - Not permitted. In unavoidable cases, prior approval of the Institute should be obtained. Additional charges for trans-shipment to be borne by the supplier.
4. Time of shipment - days (Maximum 90 days from the date of order)

5. Name & Address of Freight Forwarder with Tel./Fax No(s) -

6. Are you added any Item/ Items in the Tender/ Quotation which is/are in the negative list of import - Yes/ No

7. **Payment Conditions for sl. 1 :** - Agree for [a / b / c / d / e]

- a) Immediately (approx. within 30 working days) after successful installation of the Equipment at ILS, Bhubaneswar.
- b) Immediately (approx. within 30 working days) on receipt of the consignment at ILS, Bhubaneswar.
- c) On "sight draft" basis through Bankers of ILS, Bhubaneswar immediately after receipt of the item
- d) Normally, advance payment cannot be made to any organization. But in unavoidable circumstances ILS can make advance payment through A/C payee Cheque/ Draft against deposit of bank guarantee for the equal amount of advance (i.e. for full 100% value) of the item with 10% extra i.e. for 110% from a Commercial Bank in an acceptable manner. The bank guarantee will be valid up to the successful installation of the Equipment at ILS, Bhubaneswar. ILS will not bear any bank charges for this.
- e) By letter of credit. (Without confirmation. Confirmed if charges will be borne by you. The confirmation charges of L/C will be approx. ₹ _____).

Other than the cost of the equipment, priority for selection will be given to the Firms in order of above preference a / b / c / d / e as 1st/2nd/3rd..... (approx. price preference up to 3% will be given to those firms opted the payment condition mentioned at 'a', 2.5% for 'b', 2% for 'c', 1.5% for 'd' in comparison with 'e'. Also the differential percentage of price preference will be counted among a, b, c and d. These percentage will be calculated on the total cost of the article at consignee's site).

ILS will not bear any bank charges outside India. No other payment condition will be considered than the above. Any tender having different payment term than above will be rejected.

Payment Conditions for Sl. 2: Payment will be made as per actual refilling on monthly basis

8. Validity of the Tender :
(Minimum up to 31.03.2018)

9. Delivery Period : Days / Months (at best 3 months)

10. Installation/Demonstration and training : Included with the cost of item/ ₹ _____ (Rs. _____) extra
(If chargeable, then clearly mention the amount)

Signature with Seal of the Vendor/Bidder

(Strike out whichever is not necessary)

Contd....P/4

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11. Items required for Installation :..... **(to be arranged by ILS/You? Please mention.)**

Electrical items:

- a)
- b)

Any other items:

(In case the price bid of more than one firm happens to be equal, priority will be given to the firm which will arrange the above at its own cost)

12. Minimum space required for Installation:

13. **(A) Guarantee/ Warrantee**:..... year(s)

(At least three years guarantee/ warrantee should be given from the date of successful installation at ILS, Bhubaneswar. Guarantee/Warrantee for a shorter period will be rejected)

We also accept free up-gradation of software (all update & upgrades) upto 5 years from the date of satisfactory installation if supplied with the equipment/ article.

(B) Free Annual Maintenance Service/Contract (AMS/AMC):

i)-----years after the expiry of the guarantee/warranty, inclusive of spare parts and service.

ii)-----years only on service after the expiry of the guarantee/warranty.

iii) NIL

(Preference in selection other than cost of the equipment (to be assessed by ILS) will be given to the firm which will provide Guarantee / Warranty and free AMS for more no. of years.)

(C) Submission of Guarantee/ Warrantee, Service Manual & User Manual : Agreed / Disagreed

(Documents as per clause 18(b) at page no. 3 of the general terms & conditions supplied with this price bid)

(D) i. Annual Maintenance Service/Contract Charge (only labour) after expiry of the Guarantee/Warrantee period (Price bid of a tender may be evaluated taking this into consideration). This rate should be valid up to at least 4years after expiry of warrantee/ guarantee period.	₹...../- (Rs.....) for 1 st year excluding Service Taxes/GST as applicable	₹...../- (Rs.....) for 2 nd year excluding Service Taxes/GST as applicable	₹...../- (Rs.....) for 3 rd year excluding Service Taxes/GST as applicable	₹...../- (Rs.....) for 4 th year excluding Service Taxes/GST as applicable	Total ₹...../- (Rs.....) for 4 years excluding Service Taxes/GST as applicable. The present rate of GST is @.....%
ii. Comprehensive Maintenance Service/Contract Charge (both labor & spare) after expiry of the Guarantee/Warrantee period. This rate should be valid up to at least 4 years after expiry of warrantee/ guarantee period. Cost of CMC may be added for ranking/evaluation purpose of the price bid	₹...../- (Rs.....) for 1 st year excluding Service Taxes/GST as applicable	₹...../- (Rs.....) for 2 nd year excluding Service Taxes/GST as applicable	₹...../- (Rs.....) for 3 rd year excluding Service Taxes/GST as applicable	₹...../- (Rs.....) for 4 th year excluding Service Taxes/GST as applicable	Total ₹...../- (Rs.....) for 4 years excluding Service Taxes/GST as applicable. The present rate of GST is @.....%

The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/ operational manual and labour, after satisfactory completion of warranty period may be quoted for next years on yearly basis for complete equipment. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

14. Penalty Clause:

On breakdown of the equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer for repair of the equipment in case of need of spare parts. Otherwise, the above penalty charges will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warrantee/guarantee of the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warrantee/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in the warranty/guarantee period. Both the Manufacturer/Supplier and their authorized service agent in this regard may furnish an undertaking along with the Price Bid.

Agreed / Disagreed
(On disagreement, the offer will be rejected. No conditional agreement will be accepted).

I, the undersigned, hereby acknowledge that I have read, understand and agree to be bound by all the terms and conditions mentioned in the Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018** of the Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023, Odisha, India

I/We do hereby undertake that all the above information's provided by me/us are true. The specifications of the above equipment(s)/item(s) are equal or superior as per your tender / as per our technical bids submitted with you. If any cheating or forgery is found at any moment, the Director, Institute of Life Sciences holds the right to forfeit my/our EMD or Security money and is empowered to take legal action as deem fit against me/us.

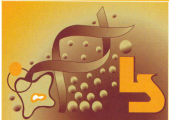
Place :

Date :

Signature with Seal of the Vendor/ Bidder

(Strike out whichever is not necessary)

Contd....P/5



INSTITUTE OF LIFE SCIENCES
Nalco Square, Bhubaneswar – 751 023.

TENDER FORM FORMAT (PRICE/ FINANCIAL BID - INDIGENOUS ITEMS)

(Sealed Limited Tender Notice No.: IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018)

Sub: Supply, Installation & Satisfactory Demonstration of Static Vacuum Insulated Cryogenic Vessel (LN2 Storage Container/Tank) & Supply of LN2 on rate contract basis

Tender(s) not submitted in the prescribed price format of the Institute will be rejected.

Instrument/ Equipment/Article Name :
Item sl. No. of the above Tender Notice :
Name & Address of the Original Equipment Manufacturer :

Tel. No(s): Fax No(s): E-mail: Website:
Name & Address of the Authorised Dealer/ Bidder :

Tel. No(s): Fax No(s): E-mail: Website:
Marketed by (if other than the Dealer/Manufacturer) :

Tel. No(s): Fax No(s): E-mail: Website:

Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents, please update ILS, BHUBANESWAR]

- a) Full Name :
- b) Complete Postal Address:
- c) Telephone No(s).: d) Fax No(s).:
- e) Mobile No(s).: f) E-mail: g) Website Address:

TAN/ PAN No. of the Bidder :

GST/ TIN No. of the Bidder :

Whether you are a Govt. Agency / NSIC/ Micro, Small and Medium Enterprises (MSME) / Central Public Sector Enterprises : **Yes / No** (If yes then please mention the category, regd. details, validity etc.)
(.....)

(For NSIC & MSME firms, please mention if the product being quoted is actually manufactured by them and the product is registered with these agencies. Enclose valid proofs)

Whether you are enlisted with GEM : Yes/No

Make and Model :

Page No. of the Tech. Brochure/Catalogue :

EMD details: ₹ D.D. /Banker's Cheque No..... Date.....

Issuing Bank & Branch: _____ Last validity date of the enclosed DD/BC _____

Please mention details about price, taxes etc. if your above Make & Model is available in the GEM (Govt. E-Market Place) or approved by the Director of Export Promotion and Marketing, Orissa/ Director General of Supplies and Disposals (DGS&D) ,Govt. of India	
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Signature with Seal of the Vendor/ Bidder

PRICE TABLE (Indigenous Items) –Ref. /Quotation No....., Date:.....

N.B: If a firm quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered

Sl. No.	Cat./Code/ Part No.	Brief Description of Goods (with make , model & country of origin of Goods)	Qty.	Unit Price (each) in ₹	Total Price in ₹
Essential Accessories for function of the System (if any):					
Items to be supplied free of cost (if any)*					
Total Ex-works				-	
Packing, Handling, Forwarding etc. (if any)				-	
Net Ex-works Charges				-	
Custom Duty ⁺ (if any) @%				-	
GST@.....% (if any) #				-	
Transportation/Delivery/ Freight Charges including loading & unloading (₹)					
+ Insurance** Charges (₹) up to consignee's site				=	
Installation & Commissioning				-	
Any Other Charges (mention clearly with percentage) -					
Grand Total (F.O.R ILS, Bhubaneswar i.e. at consignee's site):					

(Grand Total in words: Rupees _____)

If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

Optional Accessories (in order of priority)					
Sl. No.	Cat. No/Code/ Part No.	Name of the Item (in brief)	Qty.	Price (each) in ₹	Total Price in ₹
1.					
2.					

Price Table for LN2 supply on monthly basis

Sl. No.	Name of the Item	Qty.	Unit Price in Rs.	GST/Taxes #	other charges	Total price in Rs.
1	Liquid Nitrogen Gas	1 ltr [^]				

(^ Minimum order will be 500 ltr. per month)

#GST: As per the Notification No. 45 - Central Tax (Rate) dated 14-11-2017 of the Ministry of finance for GST concession, the rate of CGST has been reduced to 2.5%. That implies the total GST (CGST+SGST) will be calculated @5% for the Institutes/organizations who have registered with DSIR. So, please quote accordingly. The required undertaking/ certificate about "Use of the product only for our research purpose " will be submitted along with the DSIR registration certificate at the time of order.

Valid price proof (authenticated price list of the main company) against each item including the above main item(s) should be enclosed along with the price bid, if you are a dealer / sub-dealer of the main company. Same discount is also to be given on the optional item(s) as offered in the main Equipment. Please don't write as discounted prices.

If the above Equipment is a proprietary one (see clause no.16 of the General Terms and Conditions of Sealed Limited Tender Call Notice No.: **IV-273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**), then an undertaking may be furnished that the same item has never been supplied at a lower cost than quoted to any other organization (i.e. any higher discount than the above offered discount has never been given to any other organization).

N.B.: Packing, Handling, freight and insurance charges etc. will be negotiated for the Optional Accessories to be purchased, if required at the time of order.

+ It may please be noted that this Institute is exempted for paying of Customs Duty by DSIR, Govt. of India. As per customs rule, only concessional custom duty will be charged

* No price benefit will be given for those items supplied free of cost, but preference will be given at the time of selection if the prices of two firms are equal.

** Insurance should be calculated up to ILS, Bhubaneswar.

For the purpose of reimbursement of Service tax, vendor should give tax invoice with registration number etc.

TAX DETAILS FOR INFORMATION PURPOSE ONLY AND NOT FOR EVALUATION

Bidder required to furnish the details of Tax , in the following table.

Sr.No	Description	Applicable Tax %
	GST /SERVICE TAX /WCT	
	OTHERS (Specify), if any	

Irrespective of taxes/duties quoted by bidder in the tender, bidder shall be fully responsible for the payment of any and all taxes, duties, octroi/entry tax, rates, cess, levies and statutory payments payable under all or any of the statutes etc.

Signature with Seal of the Vendor/ Bidder

(Strike out whichever is not necessary)

Contd....P/7

TERMS AND CONDITIONS (INDIGENOUS ITEMS)**(Sealed Limited Tender Notice No.: IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018)****1. Name & Address of the Manufacturer/ Dealer :***(To whom purchase order will be addressed)*

Telephone No(s) :

Fax No(s) :

E-mail :

Website :

2. Payment Condition

: Only through A/C. Payee Cheque / Demand draft or through RTGS/NEFT after successful installation

(Sl. 1: Payment will be made within thirty working days (approx.) after successful fixing/installation and satisfactory performance of the instrument/article supplied. No advance payment will be made for supply of any item(s). But in unavoidable circumstances ILS can make advance payment through A/C payee Cheque/ Draft against deposit of bank guarantee for the equal amount of advance (i.e. for full 100% value) of the item with 10% extra i.e. for 110% from a Commercial Bank in an acceptable manner. The bank guarantee will be valid up to the successful installation of the Equipment at ILS, Bhubaneswar. ILS will not bear any bank charges for this. Sl. 2: Payment will be made as per actual refilling on monthly basis. No other payment condition will be considered than the above)

3. (A) Guarantee/ Warrantee: year(s)*(At least three years guarantee/warrantee should be given from the date of successful installation at ILS, Bhubaneswar. Guarantee/Warrantee for a shorter period will be rejected)*

We also accept free up-gradation of software (all update & upgrades) up to 5 years from the date of satisfactory installation if supplied with the equipment/ article.

(B) Free Annual Maintenance Service/Contract (AMS/AMC):

i) ----- years after the expiry of the guarantee/warranty, inclusive of spare parts and service.

ii) ----- years only on service after the expiry of the guarantee/warranty.

iii) NIL

(Preference in selection other than cost of the equipment (to be assessed by ILS) will be given to the firm which will provide Guarantee / Warranty and free AMS for more no. of years.)

(C) Submission of Guarantee/ Warrantee, Service Manual & User Manual**: Agreed / Disagreed***(Documents as per clause 18(b) at page no. 3 of the general terms and conditions supplied with this price bid)*

(D) i. Annual Maintenance Service/Contract Charge (only labour) after expiry of the Guarantee/Warrantee period (Price bid of a tender may be evaluated taking this into consideration). This rate should be valid up to at least 4 years after expiry of warrantee/ guarantee period.	{...../- (Rs.....) for 1 st year excluding Service Taxes/GST as applicable	{...../- (Rs.....) for 2 nd year excluding Service Taxes/GST as applicable	{...../- (Rs.....) for 3 rd year excluding Service Taxes/GST as applicable	{...../- (Rs.....) for 4 th year excluding Service Taxes/GST as applicable	Total {...../- (Rs.....) for 4 years excluding Service Taxes/GST as applicable. The present rate of GST is @.....%
ii. Comprehensive Maintenance Service/Contract Charge (both labor & spare) after expiry of the Guarantee/Warrantee period. This rate should be valid up to at least 4 years after expiry of warrantee/ guarantee period. Cost of CMC may be added for ranking/evaluation purpose of the price bid	{...../- (Rs.....) for 1 st year excluding Service Taxes/GST as applicable	{...../- (Rs.....) for 2 nd year excluding Service Taxes/GST as applicable	{...../- (Rs.....) for 3 rd year excluding Service Taxes/GST as applicable	{...../- (Rs.....) for 4 th year excluding Service Taxes/GST as applicable	Total {...../- (Rs.....) for 4 years excluding Service Taxes/GST as applicable. The present rate of GST is @.....%

The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/ operational manual and labour, after satisfactory completion of warranty period may be quoted for next years on yearly basis for complete equipment. The supplier shall keep sufficient stock of spares required during comprehensive maintenance contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

14. Penalty Clause:

On breakdown of the equipment, the maximum time to attend the complaint is 5 working days from the date of lodging of the complaint. Otherwise penalty charges of ₹ 500/- (up to item value ₹ 10.00 lakhs) plus additional ₹ 25/- per lakh per day will be charged to the authorized service agent of the Manufacturer/ Supplier. Any rectification during the warranty/guarantee period should be done within 21 days from the date of report of the Service Engineer for repair of the equipment in case of need of spare parts. Otherwise, the above penalty charges will again be imposed from the 21st day from the date of first report of the Service Engineer till rectification of the Equipment. The Manufacturer/Supplier is bound to extend the warrantee/guarantee of the equipment equivalent to the number of days for which the equipment remains idle due to the break down. However, ILS will claim no extension of warrantee/guarantee for the equipment lying idle due to break down for a total number of 24 days per year in the warranty/guarantee period. Both the Manufacturer/Supplier and their authorized service agent in this regard may furnish an undertaking along with the Price Bid.

Agreed / Disagreed
(On disagreement, the offer will be rejected. No conditional agreement will be accepted).

5. Validity of the Tender

: (Minimum up to 31.03.2018)

6. Delivery Period

: Days / Months (at best 3 months)

7. Installation/Demonstration and training*(If chargeable, then clearly mention the amount)*

: Included with the cost of item/ ₹ _____ (Rs. _____) extra

8. Items required for Installation

: (to be arranged by ILS / You? Please mention)

Electrical items

a)

b)

Any other items:

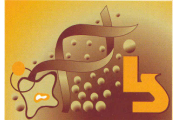
(In case the price bid of more than one firm happens to be equal, priority will be given to the firm which will arrange the above at its own cost)

9. Minimum space required for Installation:

I, the undersigned, hereby acknowledge that I have read, understand and agree to be bound by all the terms and conditions mentioned in the Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018** of the Institute of Life Sciences, Nalco Square, Bhubaneswar-751 023, Odisha, India

I/We do hereby undertake that all the above information's provided by me/us are true. The specifications of the above equipment(s)/item(s) are equal or superior as per your tender / as per our technical bids submitted with you. If any cheating or forgery is found at any moment, the Director, Institute of Life Sciences holds the right to forfeit my/our EMD or Security money and is empowered to take legal action as deem fit against me/us.

Place :**Date :***(Strike out whichever is not necessary)***Signature with Seal of the Vendor/Bidder****Contd....P/8**



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INSTITUTE OF LIFE SCIENCES

Nalco Square, Bhubaneswar – 751 023.

PERFORMANCE STATEMENT FORM

(For Last 3 Financial Years **2014-15, 2015-16 & 2016-17**)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

Name & Address of the Firm.....

....., Tel. No(s)

Fax No(s), e-mail Website

Order placed by (full address Of purchaser)	Order No. and date	Description and quantity of ordered article commissioned	Price	Date of completion of delivery/ commissioning as per Contract/Actual	Remarks indicating reasons for late delivery/ commissioning, if any	Has the article been installed/ Commissioned Satisfactory? (Attach a certificate from the purchaser/Consignee)	Contact Person along with Tel. No., Fax No. & e-mail address

Place :

Date :

Signature with Seal of the Vendor/Bidder

(Strike out whichever is not necessary)

(Valid proofs of any orders with price received from various Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations etc. for supply and installation of the same make and model of scientific equipment. Please also give information about the website (if any) from where the price list would be verified. The satisfactory supply and installation certificate duly issued by the competent authority of the said organizations should be enclosed with the tender. Other than the rates quoted by the firms, priority of selection will be given on basis of these credential certificates.)

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FALL CLAUSE UNDERTAKING

(To be submitted in Manufacturer's/Bidder's Letter Head)

(Sealed Limited Tender Notice No.: **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018**)

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

“I/We certify that the prices charged for the stores supplied under this tender should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. Organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract failing which the “FALL CLAUSE” will be applicable.

In case, if the price charged by our firm is more, ILS, Bhubaneswar will have the right to recover the excess charged amount from the subsequent/our unpaid bill.

Place :

Date :

Signature with Seal of the Vendor/Bidder

EMD / BID SECURITY FORM

To:

The Institute of Life Sciences
Nalco Square,
Bhubaneswar – 751 023.

Whereas (hereinafter called “the Bidder”) has submitted its bid dated..... (Date of submission of bid) for the supply of..... (Name and/or description of the goods) (hereinafter called “the Bid”) vide Sealed Limited Tender No. **IV- 273 -S&P/2017-18/67 /SLT/LN2 /ILS dated 05.01.2018** of Institute of Life Sciences, Nalco Square, Bhubaneswar – 751 023.

KNOW ALL PEOPLE 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 Institute of Life Sciences, Bhubaneswar (Name of Purchaser) (Hereinafter called “the Purchaser”) in the sum of _____ for which payment well 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 _____.

THE CONDITIONS of this obligation are:

- a. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract/ Order Form if required; or
 - (b) Fails or refuses to furnish the performance security deposit, in accordance with the Purchase Order of Institute of Life Sciences, Bhubaneswar.

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 Purchaser 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. This guarantee will 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.

Name of Bidder

(Signature of the authorized officer of the Bank)

Name, designation and bank code of the Officer:

Seal, name & address of the Bank and address of the Branch.

Date.....

Address:.....

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SECURITY DEPOSIT / PERFORMANCE SECURITY FORM

To:

The Institute of Life Sciences

Nalco Square,
Bhubaneswar – 751 023.

WHEREAS (Name of Supplier) Hereinafter called "the Supplier" has undertaken, in pursuance of Contract/ Order No..... Dated,.....of Institute of Life Sciences, Nalco Square, Bhubaneswar – 751 023 to supply (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract/ Order No that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract/Order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

NOW THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the above Contract/Order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the day of.....

(Signature of the authorized officer of the Bank)

Name, designation and bank code of the Officer:

Seal, name & address of the Bank and address of the Branch.

Date.....

Address:.....

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