

INSTITUTE OF MATERIALS SCIENCE

(Science & Technology Department, Government of Odisha)

Planetarium Building, Acharya Vihar Square, Bhubaneswar-751013

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Tender Call Notice No: IMS/TN/03/2016-17, dated- 20.09.16

Tender Call Notice

Procurement of Helium Gas (99.999% purity) Cylinder

Sealed tenders are invited from manufactures / authorized dealers for the supply of minimum six numbers of Helium Gas Cylinder (99.999% purity : purity certification essential) at site with one helium gas regulator and key. Tender documents will be available on payment of Rs.1,000/- (Rupees one thousand only) in shape of Crossed Demand Draft in favour of Institute of Materials Science, payable at Bhubaneswar from **20.09.2016 to 20.10.2016** during Odisha Government official working days between **10:00AM to 3:00PM**. Tenderers intending to receive tender documents by post should pay crossed Demand Draft of Rs.1,200/- (Rupees one thousand two hundred only) before closing date. However, Institute of Material Science will not be responsible for postal delays. Tender documents downloaded from website (www.odisha.gov.in) can also be used provided it is accompanied with a crossed Demand Draft of Rs.1,000/- (Rupees one thousand only). The sealed tenders will be received till **3:00PM of 20.10.16** in the office of Institute of Material Science and will be opened at **04:00PM** on the same day. The tenderers or their representatives are advised to remain present at the time of opening of tender. **Director, Institute of Material Science, Bhubaneswar, Odisha reserves the right to cancel any or all tenders without assigning any reason thereof.**

DIRECTOR, IMS

(Annexure-A)

INSTITUTE OF MATERIALS SCIENCE
(Science & Technology Department, Government of Odisha)
Planetarium Building, Acharya Vihar Square,
Bhubaneswar-751013

Tender Call Notice No: IMS/TN/03/2016-17, dated- 20.09.16

Sealed tenders are invited from established firm or authorized dealers for the supply of minimum six Helium gas (99.999/-) cylinder at Institute site..

Non-transferable tender documents for supply of the items stated above will be available from office of Institute of Materials Science (IMS), Bhubaneswar on payment of Rs.1000/- towards cost of tender document. The tender document cost, which is non-refundable, is payable in shape of Demand Draft drawn on any scheduled nationalized bank having branch at Bhubaneswar favouring Institute of Materials Science. This tender notice can also be accessed through Govt. of Odisha web site <http://www.odisha.gov.in> and bid document can be downloaded. The downloaded bid document can also be used provided it is accompanied with a Demand Draft of Rs.1,000/- drawn in favour of Institute of Materials Science, Bhubaneswar towards cost of the tender document. Tenderers who are interested to receive tender documents by Registered Post should pay additional amount of Rs.200/- (Rupees Two hundred) only. However, IMS will not be responsible for postal delay in delivery of the documents.

The Tenderers are required to furnish attested copies of VAT clearance certificate from the sales tax authority of the State of Odisha/other states as applicable along with the tender.

The Tenderers are required to deposit one percent (1%) of tendered value as Earnest Money Deposit (**EMD**) in shape of Bank Draft drawn on any scheduled nationalized bank having branch at Bhubaneswar favoring Institute of Materials Science, Bhubaneswar. The EMD bank draft will be enclosed to the price bid document.

Performance security shall be deducted from Bills as per guidelines given in the tender documents.

The items conforming to required specifications are to be delivered to the consignee at Bhubaneswar in Odisha and the tenderer has to quote the rates giving details of taxes, levies charges, premium etc. separately as stated in the tender document.

The tenders should be submitted after due compliance with guidelines given in the tender documents under Schedule (A)-Conditions of Contract, Schedule (B)- Technical specifications, Schedule(C)- Delivery Destination, Schedule (D)- Bid Form & Schedule (E)- Price Schedule. Tenders submitted in incomplete form shall be rejected outright.

Tender should be submitted in such manner as prescribed in the Schedule-A of this document.

The tender papers will be available for sale in the office of the IMS between **10:00 AM to 3:00 PM** on Odisha govt. official working days from **20.09.2016 to 20.10.2016**. The sealed tenders will be received in the tender box till **03:00 PM** of **20.10.2016** in office of the IMS. The techno-commercial bids will be opened at **04:00 PM** of **20. 10.2016** Bidders or their authorized representatives are advised to remain present at the time of opening of both the bids.

IMS reserves the right to cancel any or all tenders without assigning any reason thereof.

DIRECTOR, IMS

Schedule (A) – Conditions of contract

1. The Tender papers include instructions issued in the Tender notice along with the Schedule (A) - Conditions of Contract, Schedule (B) – Technical Specifications, Schedule (C) – Delivery Destination, Schedule (D) – Bid Form, Schedule (E) – Price Schedule.
2. The Tenderers shall submit the following documents and information with the tender. Lack of complete and adequate information under any of the parameter may render the bid disqualified.

a) For Techno-Commercial Bid:

- a. Copy of Tender Notice
- b. Acceptance of Schedule (A) & Schedule (B)
- c. Documentary evidence that the tenderer is the manufacturer or the authorized dealer of the item.
- d. Attested copies of VAT clearance certificate from the Sales Tax Authority of the State of Odisha or any other state as applicable.
- e. Technical information and specifications prescribed by the manufacturer for the item.
- f. Documents in support of supplies of Instrument/Chemical/crucible etc made during last 2 years to different Govt. and public sector undertaking.
- g. The firm should submit an undertaking for providing service/maintenance during the warranty period effective from the date of commissioning with terms & conditions as well as for taking Annual maintenance contract (AMC) after the warranty period.
- h. Availability of spare parts and service/ repair facilities at least for 10 years.
- i. Cost of Tender document (in shape of Bank Draft) if downloaded from Website and used, otherwise money receipt issued by IMS.
- j. Service facility with details inside Odisha & outside.

b) For Price Bid:

Acceptance of Schedule (C)-Delivery destination

Filled up Schedule (D) – Bid form

Earnest money deposit (**EMD**)

Filled up Schedule (E) – Price Schedule

Extended warranty (not applicable for Gas but for cylinder) for 3 years in the

Schedule-E

3. The quoted rates shall be for destination mentioned in the Schedule- (C) Delivery Destination, inclusive of all taxes, duties, levies, charges, transportation cost, and transit insurance cost. These components should be shown separately along with the basic rate. Prices written in words shall be accepted in case of any discrepancy. Rates with conditionality or provision of escalation will be rejected.
4. Validity of price offer shall be 90 days from the date of opening of the price bid.
5. Items as required by IMS may be purchased from the successful vendor, as may be decided on a package deal.
6. The Earnest money deposit shall be one percent of the Tendered value to be submitted with the Price Bid in shape of Bank Draft drawn in favour of Institute of Materials Science on any nationalized bank at Bhubaneswar.
7. The items are to be delivered in good condition at Institute of Materials Science, Bhubaneswar as mentioned in the Schedule- (C) for delivery destination.
8. All the items with exact specification (Schedule-B) should be new and unused. The items shall be of reputed OEM and should also confirm to latest models, designs and standards as per Schedule-B. IMS reserves the right to purchase whole or part of the items as required.
9. If any item fails to satisfy requirement of standards / specifications, the item shall not be accepted and the tenderer at its own cost shall remove the same (even if the concerned item is installed or partially installed) within seven days from the site.
10. Items are to be delivered within 30 days (for domestic product) after issue of purchase order and preferably within 3 months (for foreign product / make) from the date of opening the LC by the Institute.
11. The tenderer shall give a minimum guarantee period of 12 months from the date of commissioning of the items at destination and an extended period of warranty for another 3 years. This shall not relieve the tenderer from liabilities arising out of normal guarantee available with the product.
12. The tenderer has to rectify defects in the items supplied within 7 days of issue of intimation during the warranty period, failing which an amount of one percent of performance security will be forfeited per day of delay.
13. If the tenderer fails to supply the items within prescribed time period it shall be treated as breach of contract. This EMD will be forfeited and the supply order will be cancelled for which the tenderer shall remain fully responsible without any liability of IMS.

If items are not supplied in time, IMS may consider receiving the items by imposing liquidated damage of 0.50 (zero point five) percent of cost per week of

delay subject to maximum penalty of 5% of the value of each item inclusive of all taxes, duties, levies and charges. Part of the week shall be reckoned as one week.

14. Tenders are to be submitted in a double cover system. The 1st sealed envelope shall contain the **Techno-Commercial Bid** and the 2nd sealed envelope shall contain the **Price Bid**. Both the 1st and 2nd sealed envelopes are then to be put inside a 3rd envelope duly marked “**Supply of Tubular Furnace**”. From and to addresses shall be written on each of the envelopes.

15. Submission of sealed tenders may be by Registered Post, courier service or dropping in the tender box. IMS shall not be responsible for postal or courier service delay or missing of the documents during transit. Tenders reaching late (as per time mentioned in the Tender Notice) shall not be considered by IMS.

16. Conditional Tenders shall be rejected.

17. **Terms of Payment:** Payment to the successful tenderer shall be made only after items are received in good and serviceable condition as per conditions stipulated in the tender documents along with required documents submitted to IMS in support of bills. 90% of the bill amount will be released after successful commissioning & operational of the system & 10% of the bill amount shall be retained towards “**Performance Security**”. This amount can be released on production of Bank Guarantee for equal amount issued by any Nationalized Bank at Bhubaneswar, which will remain valid till three month beyond the Guarantee period. *However, for foreign make / products, payment may be made through LC.*

18. The tenderer shall not raise any claim in any manner after the bill amounts are cleared against the purchase order.

19. In case of any dispute between the Tenderers and IMS regarding interpretation of Tender document conditions, the decision of the Director, IMS shall be final and binding.

20. Jurisdiction of Court – Civil Suits, if any, arising out of the contract shall have to be filed at Bhubaneswar under Khurda district. Writ petitions, Civil & Criminal, shall be filed in the High Court of Odisha, Cuttack.

Accepted the above conditions under schedule (A) of tender.

(Signature of Tenderer)

Name:

Address:

SCHEDULE “B”

TECHNICAL SPECIFICATION OF HELIUM GAS CYLINDER & REGULATOR

1. Helium gas purity : 99.999 % (47lits. W.C.C.S cylinder having a pressure of 140kg/cm^2 which contain 7m^3 of gas in each cylinder with valve and valve guard.
2. Helium gas Regulator (SS-316 Diffusion Resistant Double Stage Inlet- $0-250/\text{cm}^2$, Outlet- $0-7\text{kg/cm}^2$) with 5meter Helium gas output / leakage proof delivery pipe .
3. Helium gas Regulator (GCE ,Germany make)

General specifications/conditions

Warranty: The supplier will replace the defective items / material, free of cost, if noticed within the Guarantee/Warranty period. The warranty will have to be valid for a period of 3 years after the date of final installation. In case of any break down during the warranty, the period of warranty shall get extended for the period for which instrument remained out of service.

Annual maintenance contract (AMC)

The AMC with spare parts for all the instruments for a period of Four years after the warranty period must be enclosed with the offer.

NOTE. All the accessories must be from the original manufacturer only.

Demonstration of Instrument: If required, concerned tenderers will have to arrange demonstration of instruments of selected models at Bhubaneswar free of cost within week of intimation to that effect, either directly or through authorised Agents/Dealers/Distributors, as the case may be, to verify whether the Instruments meet the accuracy criteria as indicated in the technical specifications.

General specifications/conditions mentioned above is applicable as and when necessary for gas regulator, cylinder leakage and other safety measures of cylinder & gas.

SCHEDULE “C” DELIVERY DESTINATIONS

Sl.No	Item	Delivery Destination/Consignee
1.	Supply of Instrument / He-Gas with cylinder , regulator & key. (Mention name of the instrument/ instruments.)	IMS, Bhubaneswar

Accepted the above-mentioned conditions under schedule C of the tender for our item of supply.

Signature of Tenderer:

Name:

Address:

SCHEDULE (D) – Bid Form

To

The Director
Institute of Materials Science
Bhubaneswar

Sir,

I/ we have gone through the Tender Notice relating to supply, installation & commissioning of Instruments at Institute of Materials Science (IMS) and the schedule (A), (B), (C), (D) and (E) of Tender document.

A sum of Rs. _____ (Rupees _____) only is hereby tendered in shape of _____ duly pledged as Earnest Money Deposit (EMD) towards one percent of tendered value. I / we also agree that an amount of ten per cent shall be deducted from my bill towards performance security.

I/ We agree the IMS shall be at liberty to forfeit the EMD and performance security as per conditions of the contract in case of defaults on my/ our part in fulfilling contractual obligations.

I/We have gone through all terms and conditions stated in the Tender documents and agree to all the terms and conditions.

(Signature of Tenderer)

Date:

Name:

Address:

Schedule (E) – Price Schedule for Tender for Instrument**(Continuation sheet may be used if required and each page to be signed)**

Item description	Base price per unit (Rs.)	Details of tax components			Total price in Rs. (mention in figures and words)	Price for extended warranty for 3 years (per unit)	Remark
		Taxes* (Mention each tax separately) in Rs.	Other** Charges (mention each separately) in Rs.	Total (3+4)			
1	2	3	4	5	6	7	8
Instrument							

* Specify tax components included in unit price

** Mention installation & commissioning charges, if any

N.B.

A tenderer may have scheme of multi-option package offer in case of supply of multiple units. Accordingly the tenderer may submit the details of package offer in each option indicating base price, taxes and other charges leviable in a separate sheet duly signed.

(Signature of Tenderer)

Name:

Address:

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]. Please attach PAN, Service Tax Registration, VAT clearance certificate etc.</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none">• Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.• In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tender shall include it in its bid, if so indicated in the **BDS.**]

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

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty as per the General Conditions/specification of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]