



Guwahati Biotech Park

Technology Complex, GBP

Guwahati Guwahati- 781 039

Phone: + 91-361-2690227/229, Fax : 0361- 2690228

Notice Inviting Quotation (NIQ) for Annual Rate Contract (ARC) for Supply & Refilling of various Empty Gas Cylinders (Helium, Nitrogen, Oxygen, etc.).

NIT No. & Date	NIT No. GBPIC/8.2.5/P&S/Labware/2019-20/4349 DTD.19 th December, 2019
Place of submission	Guwahati Biotech Park
Type of Bid	Single Bid
Last date & Time of Submission	08.01.2020 up to 2.00 P.M.
Date & Time of opening of Bid	08.01.2020 at 3.30 P.M.
Tender fee	Rs.500/- (Rupees Five Hundred only) in DD/Bankers cheque in favor of Guwahati Biotech Park Incubation Center

INVITATION FOR BID

To

.....

.....

Dear Sir/ Madam,

The Chief Executive Officer (CEO) of Guwahati Biotech Park, Guwahati, invites Quotations for establishing of Annual Rate Contract (ARC) for supply and refilling of various Empty Gas Cylinders (Helium, Nitrogen, Oxygen, etc.) as per details mentioned in the Annexure–I attached herewith. The quotation in single bid as indicated in the Quotation Form at Annexure–I and Compliance Statement at Annexure–II, in sealed covers, is to be submitted on or before 08.01.2020 up to 2.00 P.M.

Please note:

(i) Quotation document is divided into two parts i.e. (1) Instruction to Bidders and (2) Terms & Conditions.

(ii) The detail tender could be downloaded from Guwahati Biotech Park's official website www.guwahatibiotechpark.com; and there is no quotation fee. (iii) Duly filled, signed and sealed copy of the Quotation Form as at Annexure - I and Compliance Statement to essential Terms & Condition as at Annexure - II must be submitted along with other required documents.

Interested bidders may submit their best competitive offers as per the instructions and terms and conditions stated below. This Bid Document contains Pages numbered 1 to 11 consecutively. Please check to see that no page is missing or any in duplicate. The bid documents are not transferable and the firm's seal and signature of the authorized official must appear on all the papers and envelopes submitted. No correspondence shall be entertained in case your quotation is rejected on ground of not complying with our instructions, terms and conditions.

INSTRUCTION TO BIDDERS

1. Mode of transmission:

Quotations will have to be submitted in single bid and in sealed covered super-scribing the following lines:

“Quotation for Annual Rate Contract (ARC) for supply & Refilling of various Empty Gas Cylinders (Helium, Nitrogen, Oxygen, etc.)”

NIT No. GBPIC/8.2.5/P&S/Labware/2019-20/4349 DTD. 19th December, 2019

To
The Chief Executive Officer,
Guwahati Biotech Park
Technology Complex,
IIT Guwahati,
Guwahati -781039
Assam, India

From: M/s.....
Contact No.:.....

2. Quotation as per Format:

- The bid must mention the prices of all items asked for individually and then summed up at last i.e. basic / Ex-work price, GST and other charges such as Transportation, insurance charge if any, etc as applicable in Quotation form as per Quotation Form at ANNEXURE – I.
- The final pricing must be Grand Total F.O.R. Guwahati Biotech Park
- Vague terms like “packing, forwarding, transportation extra” without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and shall be liable to be rejected. Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail.
- Duly filled, signed and sealed copy of Compliance Statement to essential Terms & Condition as at Annexure - II must be submitted along with the quotation.

3. Certificates / Documents to be enclosed

- Dealership certificate on the offered products in case of dealer/s.
- List of reputed organizations/Institutions, where similar orders have been executed, if any (copies of the purchase/work orders will have to be enclosed);
- Up-to-date Sales Tax clearance certificate / GST Registration Certificate of the firm will have to accompany the quotation to be submitted.
- Tender Fee of ` 500.00 (Rupees five hundred only) may be remitted through Demand Draft issued from any nationalized bank in favour of the Guwahati Biotech Park Incubation Center, Guwahati.

TERMS AND CONDITION

- Rates:** The bid must mention prices of all items asked for individually and then summed up at last on door delivery basis i.e. basic/ex-work price, GST and other charges such as Transportation, insurance, etc., as applicable; in Quotation form as per format at ANNEXURE – I.

Note: Vague terms like “packing, forwarding, transportation extra” without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and shall be liable to be rejected. Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail.

2. **Technical quotation:**
 - (a) **Specification:** Technical features of the offered gas as per Quotation Form at ANNEXURE – I;
 - (b) **Literature:** Standard Technical literature, if any, on each of the items offered is to be enclosed and marked properly;
 - (c) **Manufacturer** certificate must be provided, if applicable.
 - (d) **Dealership certificate:** Dealership certificate on the offered products in case of dealer/s.
3. **Validity:** Quoted rates must be valid for one year from the date of award / signing of the contract. In case of decrease in price, the vendor will intimate GBP and GBP shall benefit from such decrease in price during the period of the Rate Contract. However price revision is allowed after one year subject to change in price of manufacturer's original Catalogue. The contract may be renewed or extended for a maximum period of five years on mutual agreement.
4. **Collection and Delivery:**
 - (a) **Place of collection and delivery:** Empty Cylinders must be collected by the Firm from the location (Laboratory/Facility,etc.) at GBP and deliver the same after filling with the requisite gas to the same location at GBP, as shall be indicated in the Purchase Order.
 - (b) **Period:** Collection and Delivery of empty and refilled cylinders at GBP, will have to be maximum within **30** (thirty) days from the date of issue of the Purchase Order or as mentioned in the Purchase Order.
 - (c) **Safe delivery of goods:** All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, in the presence of GBP user/ representative and vendor's representative and the intact position of the seal for not being tempered with, shall form the basis for certifying the receipt in good condition. Hence, firm/s must in their own interest make sure consignments are securely and properly sealed and every precaution is taken to avoid loss or damage during transit.
 - (d) **Insurance:** The supplier is to establish "All Risk Transit Insurance" coverage till door delivery at GBP.
 - (e) **No Part Delivery:** Part delivery will not be allowed.
 - (f) **Delivery on working days and time:** Delivery at GBP must be made on working days between 9.30 AM and 5.00 PM. GBP shall not take or accept responsibility for items brought on holidays such as Saturday, Sunday and other declared holidays.
5. **Guarantee / Warranty:**
 - (a) The firm shall be fully responsible in case of any discrepancy found in regards to quality / quantity of the gas or any other defect found at the time or after use. In all such cases firm shall provide free replacement or refilling within 15 (Fifteen) days from the date of notification by GBP.
 - (b) No alteration of price, quality & quantity to the disadvantage of GBP shall be allowed during the period of this contract.
 - (c) The firm shall make sure that no products under this Rate Contract are sold at a lesser price to other party (ies).
 - (d) The firm shall not replace the cylinder collected from GBP with any other cylinder. The same cylinder must be refilled and delivered to GBP.
6. **No quantum business is assured:**
Entering into Rate Contract with this Institute does not ensure business of any quantum, whatsoever. The firm shall promptly execute PO even for refilling of single cylinder under ARC on the ARC prices & terms to GBP. Refusal to do so shall be a default under the ARC.
7. **ISO/ ISI Certificates:** ISO/ ISI certificate if any must be provided. CCOE certificates in case of cylinders or test certificates if any are to be provided. Cylinder must be properly tested with caps. Test certificate for each cylinder at the time of delivery to be furnished. Supplier may quote their charges for Cylinder owned by Guwahati Biotech Park of different makes, which will include purging, hydraulic testing, cleaning etc.
8. **Tender Fee:** A non-refundable Tender Fee of Rs.500/- (Rupees Five Hundred only) in the form of demand draft/Bankers Cheque in favour of Guwahati Biotech Park Incubation Center must be enclosed with the tender without which the quotation will be summarily rejected.

- 9. Performance Bank Guarantee:** The successful bidder, with whom the Rate Contract is signed / awarded, shall furnish an unconditional Performance Bank Guarantee from a scheduled Bank of India, for ₹ 10,000.00, within 21 days of signing / award of the Contract. Validity of the PBG shall be at least 14 months from the date of signing / award of the Contract.
- (i) By submitting the PBG, the vendor is understood to have guaranteed that,**
- (a) The Purchase Order (PO) shall be executed as per terms and conditions mentioned therein.
 - (b) The quality and quantity of gas supplied are as specified.
 - (c) The same cylinder collected from GBP is refilled and delivered in good condition.
 - (d) The vendor shall at his/their own cost rectify/replace the defects, if any, during the guarantee period.
 - (e) The guarantee is to the extent of 10% of the order value.
- (ii) Condition for invoking PBG:** In case of failure to comply with the guarantees above, GBP may terminate the contract / purchase order in whole or in part and forfeit the PBG. In addition, GBP may, at its discretion, procure upon such terms and in such manner as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier/vendor shall be liable to compensate GBP for any extra expenditure involved.”
- 10. PENALTY for delayed delivery:** The date of delivery should be strictly adhered to. In the event of delayed delivery i.e. after the expiry of the period as agreed by both the parties, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered order subject to a maximum of 10% (ten percent) as detailed below:
- @ 1% up to one week;
 - @ 2.5% up to two weeks;
 - @ 5% up to three weeks;
 - @ 10% for four weeks and above
- Delay after six weeks may result in forfeiture of the PBG or cancellation of the rate contract or both as decided by competent authority of the Institute.
- For the purpose of this clause, part of the week is considered as a full week. In case of delayed delivery, the CEO, GBP Guwahati reserves the right not to accept the subject consignment.
- 11. GST:** Up-to-date Sales Tax clearance certificate, GST Registration Certificate firm will have to accompany the quotation.
- 12. PAN:** Copy of PAN card must be provided
- 13. Payment:** Payment will be within 30 days from the date of successful delivery and acceptance of re-filled cylinder(s) at GBP, through ECS / NEFT / RTGS. Part payment for part delivery will not be allowed.
- 14. Client list:** List of reputed organizations/Institutions, where similar orders have been executed, if any (copies of the purchase/work orders will have to be enclosed);
- 15. Genuine Pricing:** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to IIT's /Institutes and other Government Organization.
- 16. Quotation by Fax/Mail not Acceptable :**
The offers submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 17. Specifications are basic essence of the product:** It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. A quotation has to be supported with the printed technical leaflet/literature (wherever applicable) and the specifications mentioned in the quotation must be reflected/ supported by such printed technical leaflet/literature model quoted specifications should **invariably be highlighted** in the leaflet/literature for easy reference.
- 18. Late and delayed quotation:** Late and delayed quotation will not be considered and shall be treated as invalid. In case any unscheduled holiday occurs on prescribed closing/opening date the next working day shall be the treated date of closing/opening.
- 19. Conditional quotations not acceptable:** Conditional quotations shall not be accepted on any ground and shall be liable to be rejected. In other word, printed conditions mentioned in the

quotation bids submitted by vendors will not be binding on GBP. *All the terms and conditions for the supply, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable*

20. **Enquiry during the course of evaluation not allowed:** No enquiry shall be made by the bidder(s) during the course of evaluation of the quotation till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of GBP can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders can also be asked to arrange demo. Of the offered items, in a short period notice, as such the bidders have to be ready for the same.
21. The acceptance of the quotation will rest solely with the CEO, GBP, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to reject or partially accept any or all the quotations received without assigning any reasons thereof.
22. **Force Majeure:** If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows: (I) any law, statute or ordinance, order action or regulations of the Government of India. (II) Any kind of natural disaster and (III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.
23. **Termination for default :** Default is said to have occurred
 - (a) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by GBP Guwahati.
 - (b) If the supplier fails to perform any other obligation(s) under the contract. If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from GBP, Guwahati (or takes longer period in spite of what GBP Guwahati may authorize in writing), GBP Guwahati may terminate the contract/ purchase order in whole or in part and forfeit the PBG as applicable. In addition to above, GBP Guwahati may at its discretion also take the following actions: GBP Guwahati may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate GBP Guwahati for any extra expenditure involved towards goods and services obtained.
24. **Applicable Law :**
 - (a) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Guwahati, India only.
 - (b) Any dispute arising out of this purchase shall be referred to the CEO, GBP Guwahati, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the CEO, GBP. The decision of such Arbitrator shall be final and binding on both the parties.
25. **Delivery Documents:**

All aspects of safe delivery shall be the exclusive responsibility of the supplier. The supplier has to furnish the following documents along with goods:

 - a. Three copies of Invoice in original indicating inter-alia description of goods, specifications, quantity, and unit price, GST wherever applicable and total amount etc.
 - b. Packing list
 - c. A copy of our order.
 - d. Railway receipt/Consignment Note/Challan etc. &
 - e. Any other document as per the terms of contract
26. **In case of Gases:** Supply will be obtained as and when required by giving 7 days notice in advance. There should be no delay in sending cylinders. Delivery should include loading of empty and unloading of full/empty cylinder at our site. Cylinder must be properly tested with caps. Test certificate for each cylinder at the time of delivery to be furnished. Supplier may quote their charges for Cylinder owned by Guwahati Biotech Park of different makes, which will include purging, hydraulic testing, cleaning etc.
27. **Evaluation:**

The bids will be evaluated soon after opening of bids as per the eligibility criteria in this bid document and during such evaluations any clarification or query maybe raised by GBP in email

or letter/fax etc. The bidder should co-ordinate and reply in writing against such queries at the earliest possible time facilitating the evaluation process. Such written queries & replies will be annexed with the bid and shall be treated as the part of the bid. From the qualified list of suppliers, GBP will make a panel of suppliers/dealers for entire range of products. GBP reserves the right to enter parallel rate contract with more than one party for similar items.

28. Consideration of NIQ:

Guwahati Biotech Park's decision shall be final and binding and no claims/representations in this regard shall be entertained. The acceptance of the quotation will rest solely with the CEO, Guwahati Biotech Park, who in the interest of the organization reserves the right to himself to reject or partially accept any or all the quotations and to withdraw or cancel entire bid process without assigning any reasons whatsoever. Mere submission of bid by the bidder does not vest any right in them for being selected.

Sd/-

**Chief Executive Officer
Guwahati Biotech Park**

QUOTATION FORM

NIQ No. GBPIC/8.2.5/P&S/Labware/2019-20/4349

DTD.19th December, 2019

Prices quoted must be inclusive of taxes, transportation, insurance and labour charges for collection of empty cylinder and delivery of refilled cylinder up to the laboratory / door of Facility / Guwahati Biotech Park, premises, as per details below:

Sl. No.	Description	Qty	Ex-work Rate (₹)	GST		Transportation & Insurance (₹)	Any other	Grand Total (₹)
				%	₹			
1.	Nitrogen gas							
	<i>a) 99.95% purity</i>							
	<i>b) 99.995% purity</i>							
	<i>c) 99.999% purity</i>							
2.	Oxygen gas							
	<i>a) 99.95% purity</i>							
	<i>b) 99.995% purity</i>							
	<i>c) 99.999% purity</i>							
3.	Carbon-dioxide gas							
	<i>a) 99.95% purity</i>							
	<i>b) 99.995% purity</i>							
	<i>c) 99.999% purity</i>							
4.	Helium gas							
	<i>a) 99.95% purity</i>							
	<i>b) 99.995% purity</i>							
	<i>c) 99.999% purity</i>							
5.	Hydrogen gas							
	<i>a) 99.95% purity</i>							
	<i>b) 99.995% purity</i>							
	<i>c) 99.999% purity</i>							

6.	Brand New Cylinder Prices to be quoted for the following Gases							
	<i>a) Helium</i>							
	<i>b) Nitrogen</i>							
	<i>c) Oxygen</i>							
	<i>d) Hydrogen</i>							
	<i>e) Carbon-di -oxide</i>							

Date:

.....
(Authorized Signatory)

Place:

.....
(Name in capital)

.....
(Firm's Seal)

Annexure – II
COMPLIANCE STATEMENT
FOR ANNUAL RATE CONTRACT FOR SUPPLY & REFILLING OF VARIOUS EMPTY GAS
CYLINDERS AT GBP, GUWAHATI- 781039
NIQ No. GBPIC/8.2.5/P&S/Labware/2019-20/4349 Dtd.19thDecember, 2019

Sl. No.	NIQ TERMS & CONDITIONS	COMPLIED (to be filled by vendor)	REMARK If any
1.	Rates quoted as directed in the NIQ	_____ (YES / NO / NA)	
2.	Tender Fee of `500.00 submitted	DD No: Dt	
3.	PBG term accepted(if applicable)	_____ (YES / NO / NA)	
4.	Payment term accepted	_____ (YES / NO / NA)	
5.	Collection and Delivery term/period accepted	_____ (YES / NO / NA)	
6.	Warranty/Guarantee terms accepted	_____ (YES / NO / NA)	
7.	PENALTY for delayed delivery terms accepted	_____ (YES / NO / NA)	
8.	Literature: Printed Literature provided	_____ (YES / NO / NA)	
9.	Manufacturer certificate provided	_____ (YES / NO / NA)	
10.	Dealership / distributorship certificate (in case of dealers/agents) provided	_____ (YES / NO / NA)	
11.	GST Certificate copy enclosed	_____ (YES / NO / NA)	
12.	PAN Card copy enclosed	_____ (YES / NO / NA)	
13.	Validity period of Rate /quotation complied	_____ (YES / NO / NA)	
14.	Enclosed Copy of latest Sales and Service Tax Return	_____ (YES / NO / NA)	
15.	ISO/ ISI certificate provided	_____ (YES / NO / NA)	
16.	Other NIQ terms & condition shall be complied	_____ (YES / NO / NA)	
17.	Name, Address & Contact no. of the depot/works shop where refilling work is to be executed		
18.	Name and Address of the Manufacturer/Principal		

Certified that information given above is true and I/we shall be held responsible in case of mismatch with the main quotation submitted by us. In case of mismatch between the above given information and the information provided in the quotation / literature, the information provided in the quotation / literature may please be treated as final.

Full Address of Applicant:

M/s

Applicant's Sign. & dt.:

Name of Applicant:

.....

Applicant's Phone Nos.:

Applicant's E-mails:

Official seal of Applicant

Annexure – III

PERFORMANCE BANK GUARANTEE

To:
The Chief Executive Officer,
Guwahati Biotech Park,
Technology Complex,
IIT-Guwahati
Guwahati- 781 039

WHEREAS..... (Name of Firm) hereinafter called "the Firm" has undertaken, in pursuance of Contract No..... dated, 20... to supply.....(*Description of Goods and Services*) hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the Firm shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Firm's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Firm a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Firm, 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 Firm to be in default under the 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20....

Address:

.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

The Chief Executive Officer,
Guwahati Biotech Park,
Technology Complex,
IIT-Guwahati.
Guwahati- 781 039