

**SUB : ANNUAL RATE CONTRACT FOR THE SUPPLY OF LIQUID NITROGEN**

Sir,

NIPER intends to enter into Annual rate Contract for the purchase of **Liquid Nitrogen** for General Store You are, therefore, requested to quote your rates for the same subject to the following terms and conditions:

Sr .No	Item Description	Annual Consumption (Approx.)	Unit Cost (Per Ltr)	GST (if applicable)	Total Value (in INR)
1	Liquid Nitrogen of 99.99% purity to be supplied in Pressurized Tankers	25000 Ltrs			

**TERMS AND CONDITIONS:-**

1. You shall be required to deposit an amount of **Rs. 25,000/-** as earnest money in the shape of crossed Demand Draft in favour of Director, NIPER, Mohali with your quotation. The earnest money of the unsuccessful tenderer will be refunded within 30 days or on final approval of tenders/ whichever is earlier. Tenders without earnest money will be invalid and be rejected summarily.
2. It is required by the suppliers to observe highest standard of ethics during the procurement and execution of this tender. The firm or its proprietor(s) should not have been blacklisted by any government organisation.
3. The purchase orders will be issued from time to time as and when particular item(s) is required. The items should not be quoted / supplied over the Maximum Retail Price (MRP) under any circumstances. All rates shall be F.O.R. NIPER, Sector 67, S.A.S. NAGAR (Punjab). The quantity of supply of Liquid Nitrogen is based on tentative requirements up to **31.12.2018**. The purchase orders will be issued from time to time as and when the material is required. Further, quantity of the material as mentioned above may increase or decrease as per actual requirement or may be deleted altogether. This is tentative only.
4. **The Supplier of Liquid Nitrogen should preferably be the manufacturer.**
5. **Rates quoted by the supplier shall be valid till 31.12.2018. The firm which cannot provide validity of rates need not apply.**
6. **Supply is to be made in pressurized tankers only. The Tenderers should have the facility of transferring gas to the receiving containers under pressure. Transfer of LN2 Gas by tilting mechanism is not acceptable**
7. The time for the date of delivery / dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to a maximum of 10% of the value of the delayed goods or services under the contract after which supply order shall be cancelled. The Competent Authority of the institute may also cancel the supply order at the cost & liability of the supplier in case of any violation of stipulated terms & conditions. In such

a case, security deposit of the supplier shall stand forfeited. Further, items should be delivered strictly as per their make / specification mentioned in the Supply Order, in case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage, these goods shall immediately be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Competent Authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidated damages shall be charged in addition to the cost of re- tender.

8. The rates should be quoted as 'Basic Rate' and GST/Excise Duty & **other levies extra, if any must be clearly specified in the bid.**
9. Conditional offers shall be straightway rejected. The Contractor shall not sub-let the contract. Any information furnished by the bidder found incorrect at any later stage, shall make the agency liable to be debarred from future tendering / taking up the works in NIPER. The department reserves the right to verify the particulars furnished by the bidders independently.
10. The contract shall be governed by the laws and procedures established by the Govt, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
11. There shall be no change in price structure during the currency of contract except in respect of the statutory levies which are made applicable by the Govt. through notifications / regulations.
12. NIPER, Mohali also reserves the right to test the Liquid Nitrogen for its quality, if it so desired.
13. It is Liquid N<sub>2</sub> so supplied, will have to be of high quality and grade and in the inspection / test if found to be of inferior quality, the same is to be replaced by supplier at their cost within the stipulated period, failing which the Rate contract of the firm may be cancelled. Delayed supply / non-compliance of complete order may also lead to the cancellation of contract.
14. Price should be for delivery at NIPER, Sector-67, Mohali. The freight, Insurance charges, if any will not be borne by this institute. Similarly shortage, pilferage in transit, etc. shall be the sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser to make good the loss caused on this account. The defective supply will have to be replaced by the supplier within 07 days without any freight / transport / other charges.
15. This institute is exempted from payment of Custom Duty & Central Excise Duty (Non-Industrial – R&D Institute)
16. The tenders are liable to be rejected if any of the above conditions are not complied with.
17. Director, NIPER, Mohali reserves the right to accept or reject any tender or a part thereof, without assigning any reason.
18. All disputes will be subject to Mohali jurisdiction only.
19. In case the supplier fails to supply the ordered material as per his tender within the agreed period, the same will be purchased from other agency at his risk & cost and extra expenditure, if any, will be recovered from earnest money without further notice.
20. **Rates should be quoted in the enclosed form only. No separate quotations shall be entertained.**
21. Rates should be quoted neatly. There should be no overwriting/cutting. If any should be duly attested.
22. Quotation shall be received at the Reception Counter of Secretariat Building of NIPER upto **13.12.2017 till 3:00 P.M.** and opened on the same day i.e. on **13.12.2017 at 3:30 P.M.** in the

Conference Room on the first floor of Administrative Bhawan on NIPER in the presence of tenders whosoever may wish to be present.

23. Quotations through FAX/E-Mail will not be entertained.

Further, the firm should also undertake that "We hereby also certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery and the above said 'Terms & Conditions' are accepted unconditionally".

Please submit your Proposal on or before December 13, 2017

For Director, NIPER

Store Purchase Officer

**TENDER FOR SUPPLY OF LIQUID NITROGEN FOR GENERAL STORE IN THE NIPER, MOHALI FOR THE PERIOD 2017 –18**

Full Name and address of the tenderer in addition to address and other relevant information needed for the complete Address:

---

Telephone No.

FAX No.

E-mail

---

To

The Director, NIPER,  
Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062.

Sir,

I / we have read all the particulars regarding the general information and other terms and conditions of the tender for the SUPPLY OF **LIQUID NITROGEN** IN THE NIPER, MOHALI FOR THE PERIOD 2017 – 18 and agree to provide the same as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule 'II' attached to this tender and I / We agree to hold this offer open till 120 days from the closing date of receipt of tender.

1. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the terms and conditions for the contract and shall provide the best supplies / services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this tender ----- . The schedules I and II to accompany this tender are at page Nos. -----.
4. Every page so attached with this tender bears my / our signature(s) and the official seal.
5. I agree to provide a performance security amount of upto 10% of the value of orders in favour of "The Director, NIPER" and payable at Mohali / Chandigarh" in case it is demanded by the institute in future.

Signature & Seal of Tenderer with date-----Address

---

**QUESTIONNAIRE**

			YES/NO	Page No.	Remarks (if any)
1.	Name of the Firm / Agency				
2.	Constitution of the Firm / Agency (Governing Act) a) Indian Companies Act, 1956 b) Indian Partnership Act, 1932 (please give names of partners) c) Any other Act, please specify.				
3.	<b>For partnership firms,</b> whether registered under The Indian Partnership Act, 1932?  If Yes, please state further whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender?  ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration?  iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general Power of attorney as the case may be.				
4.	Name and Full Address of the Bankers				
5.	Registration Number of the Firm / GST details				
6.	PAN / TIN of the Firm				
7.	Experience in no. of years (Name and address of client departments may be indicated in chronological order and supporting documents may be attached in same manner)				
8.	Whether the Firm possesses the required technical competence, financial resources & reputation to execute the supplies. Please mention clearly.				
12	The firm should have a valid PAN, Sales Tax / GST registration with a valid TIN till at least 31 <sup>st</sup> December 2018 and <b>proof of the same must be attached</b>				

**Note:** The information required at serial no. 1 to 12 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form. All pages of tender documents & supporting documents must be duly signed by the tenderer.

**Part-II (Details of Firm Representative):**

1. Name and address of the firm's representative, if any, and whether the firm would be represented at the time of opening of the tenders.

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

**Bidder(s) / Authorized Signatory (ies)**

**SCHEDULE –II**

To,  
The Director  
NIPER, Sector 67  
SAS Nagar (Punjab)

**Subject: Rate Contract for the supply of Liquid Nitrogen for the year 2017-18 (Valid up to 31.12.2018)**

This has reference to your letter no. ....dated ..... for the supply of above mentioned items, we hereby submit our acceptance for the award of rate contract on the stipulated terms and conditions with maximum possible discount as mentioned below.

<b>Sr. No</b>	<b>Nature of the Items covered under R/C</b>	<b>Discount offered previously</b>	<b>Discount offered for 2017-19</b>
1	Liquid Nitrogen		

**This is to certify that the discount offered to NIPER is not lesser than the discount offered to any other similar Institute by our Principal Firm or any of our Authorised dealers anywhere in India, failing which, appropriate actions as deemed fit may be taken against us by the NIPER, Mohali.**

Three (03) copies of the new price list are enclosed / will be provided by ....., Till then, we will supply the material according to existing price list for 2017-19.

Our sole authorized dealer will be as under / we will make the supply directly;

Name

Address

.....

Email: .....

Phone .....

The contact person on behalf of the company will be Mr. ....

Designation ..... Email..... Mobile No-.....

**Name, Signatures & Stamp of the Authorized Signatory**