



# TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Homi Bhabha Road, Colaba, Mumbai 400 005.  
Autonomous Institution of the Department of Atomic Energy,  
Government of India(A Deemed University)

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**Date: 13.03.2023**

To,  
M/s. Linde Kryotechnik AG,  
Daettlikonerstrasse 5, 8422  
Pfungen,Switzerland  
Email – [Julian.schaumann@linde-kryotechnik.ch](mailto:Julian.schaumann@linde-kryotechnik.ch)

Notice Inviting Tender (One Part Single Quote Tender) for the following items:

Sr. No.	Item Description	Qty
1	Actuator MA3,16 A6 Type 3S PO S121 Part No 82550	02
2	AMI helium level sensor CS 2000 H#7308 OD ¼”, Active length 802mm, overall length 1542 mm SS sleeve 8mm dia, 100 mm sleeve length, Sensor current 75mA, sensor voltage 0-70V 13.3 ohm/inch at 300K	01
3	AMI signal cable for helium level sensor including connections DB9 male 4 pin lemo connector	01
4	Compressor Outlet line DN80/DN50, PN16 to kaeser ESD441 Project Mumbai 98	01
5	Steam trap Bekomat 12 KW WA, 24 VDC	01

Tender No.	TIFR/PD/IM22-174/222800
Published on	13.03.2023
Type of Tender	One Part Single Quote Tender
Estimated Cost	Rs. 14.88 Lakh
Last date for Submission of Bid	29.03.2023 on or before 17.30 hours
Date of Opening Bids	30.03.2023 on 14.00 Hours

Tender should be submitted in One sealed envelope duly superscribed with the Tender No.,  
Due Date in Bold Letters.

Please see attached sheet for conditions of tender.

**Director  
TIFR, Mumbai**

# TATA INSTITUTE OF FUNDAMENTAL RESEARCH

(Deemed University)  
HOMI BHABHA ROAD, COLABA, MUMBAI – 400 005  
(PURCHASE SECTION)

## Terms and Conditions

1. The bidder must submit Original Manufactures (OEM) /Authorized Dealers/Authorized Distributors/Subsidiary Indian Company of the OEM /Indian Agent on behalf of the Foreign Manufacturer or Principals of the tendered equipment as per **Annexure - 2** attached.
2. **The preference to Class “1” and Class “2” Suppliers as prescribed in “Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP” (OM No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020 shall be extended to the local suppliers. Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure-4 attached with the tender document.**
3. **Requirement of Registration of Bidders**
  - 3.1 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per order issued by the Government of India (Order No. F.No.6/18/2019-PPD) dated 23<sup>rd</sup> July, 2020.
  - 3.2 “Bidder” means any person or firm or company, including any member of a consortium or joint venture(that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - 3.3 Necessary certificate/Undertaking to be submitted as per the **Annexure - 5** attached.
4. The quotation shall be submitted in one sealed envelope duly superscribed with the tender enquiry number, and the due date in bold letters, addressed to the Admn. Officer (Purchase), Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba, Mumbai – 400005. The envelopes should be clearly marked on top as the Tender Enquiry No., Due Date in bold letters. The sealed envelope has to be delivered by hand/courier at the Security Gate Officer of TIFR on or before on the due date specified. Tenders submitted after last date will not be considered.
5. After downloading the documents please inform your company details such as name, address, telephone nos., contact person and email address etc. by email to us. ([deepak.baghele@tifr.res.in](mailto:deepak.baghele@tifr.res.in), [vishakha@tifr.res.in](mailto:vishakha@tifr.res.in), [triveni@tifr.res.in](mailto:triveni@tifr.res.in), [rohini.pawar@tifr.res.in](mailto:rohini.pawar@tifr.res.in)) to enable us to inform prospective bidder for any corrigendum/changes if any; in the Tender document before due date.
6. Quotations must be valid for a period of 90 days from the due date.
7. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
8. Tenderer should sign on all the pages of the tender.

9. The price quoted for Import item must be on one of the following basis:
- Ex-Work/factory duly packed airworthy/seaworthy and of international standard.
  - FOB/FCA
  - CIF Indian Port (all-inclusive i.e. Cost of Goods, Packing, Insurance, Inland transportation, freight etc.)

For local item /supply, offer should be on FOR basis (i.e. total landed cost for delivery at TIFR, Mumbai).

The dimension of the item (viz. H, W, L, weight etc.) shall be specifically stated and also mention whether the mode of shipping the item is Airworthiness / Seaworthiness or both. Accordingly, the mode of shipment will be decided by TIFR.

**Price must be quoted in the Price Bid Format attached herewith**

10. If equipment offered is to be imported, arrangements for import will be made by us.
11. Tenders who do not comply with any of the condition are liable to be rejected.
12. The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.
13. TIFR reserves the right to place the order for part/reduced quantity than what is specified in the tender.

**14. Spare Parts**

14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

14.2 The supplier should ensure availability of spares for the complete life of the product. A certificate/undertaking to that effect to be submitted as a part of the technical bids as per **Annexure - 3** provided in bid document.

14.3 Furnishing of one set of detailed operations & maintenance manual.

**15. Warranty**

**15.3** 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 manufacturing, 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 warranty should be comprehensive and on site.**

**15.4** This warranty shall remain valid **one year** after the Goods or any portion thereof as the case may be, have been delivered, installed & commissioned and accepted at the final destination indicated in the Contract.

**15.5** Warranty period shall be **one year** from date of successful installation of equipment. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier's discretion shall apply making such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at supplier own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**

**15.6** **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.**

## **16. PAYMENT TERMS:**

**16.3 In case of Import, the payment terms are as under:**

i) **Net 30 Days:** The Payment will be released within net 30 days after the receipt, installation, commissioning and acceptance of the equipment against submission of **“Performance Bank Guarantee” or “Standby Letter of Credit”** for an amount equivalent to **3%** of the Purchase Order Value. The PBG or “Standby Letter of Credit” shall be valid for a period of **60 days** beyond the date of warranty period.

Bank Guarantee (BG) will not be accepted directly from Supplier, it should be received through the banker of supplier.

In exception case, BG will be accepted directly from the party/supplier provided a covering letter with Xerox copy of BG is received directly from banker of supplier. Without the receipt of BG along with the letter from Bank, the payment will not be released.

ii) **Letter of Credit:** In case of payment through Letter of Credit, 80% payment shall be made through irrevocable L/C on presentation of complete and clear shipping documents and balance 20% of the amount shall be released after the receipt, installation, commissioning and acceptance of the equipment and on submission of **“Performance Bank Guarantee” or “Standby Letter of Credit”** for an amount equivalent to **3%** of the Purchase Order Value. The PBG or “Standby Letter of Credit” shall be valid for a period of **60 days** beyond the date of warranty period.

Bank Guarantee (BG) will not be accepted directly from Supplier, it should be received through the banker of supplier.

In exception case, BG will be accepted directly from the party/supplier provided a covering letter with Xerox copy of BG is received directly from banker of supplier. Without the receipt of BG along with the letter from Bank, the payment will not be released.

**16.4 In case of Local Supply, the Payment Term Will be net 30 days against submission of “Performance Bank Guarantee” or “Standby Letter of Credit” for an amount**

equivalent to **3%** of the Purchase Order Value. The PBG or “Standby Letter of Credit” shall be valid for a period of **60 days** beyond the date of warranty period.

Bank Guarantee (BG) will not be accepted directly from Supplier, it should be received through the banker of supplier.

In exception case, BG will be accepted directly from the party/supplier provided a covering letter with Xerox copy of BG is received directly from banker of supplier. Without the receipt of BG along with the letter from Bank, the payment will not be released.

**17.** For Import cases: No Agency commission will be paid as per Govt. of India rules.

**18.** TIFR is exempted from paying of Custom Duty under the notification No.51/96 dated 23.07.1996, for all procurements/supply meant exclusively for Educational, scientific and research purpose. Whenever the exemption certificate not honoured by the authorities, the applicable duty will have to be paid. Hence Custom duties, if any, should be shown separately. The offer should be submitted after fully considering the above notification.

**19.** The delivery period should be **22 weeks** and earlier delivery may be preferred.

**20. Submission of the bids, EMD & Tender Fees:**

A) A Money (EMD) for **Rs. 00/-**(for Indian Supplier) and **USD 00/-**(for Foreign Supplier) has to be deposited in the form of Demand Draft, Fixed Deposit Receipt, Bankers cheque or through online transfer through bank (Bank details to be provided on demand) in favour of Registrar, Tata Institute of Fundamental Research, Mumbai to be enclosed along with the Bid.

**Also, in lieu of the above, the bidder can submit EMD in the form of “Bid Securing Declaration” as per the attached format (Annexure-1).** The declaration should be submitted on the company letter head duly signed by officer authorized to submit the bid.

EMD shall be interest free and it will be refunded to the unsuccessful bidder without any interest. EMD will be forfeited if the bidder withdraws or amend impairs or derogates from the tender in any respect.

B) Micro and Small Enterprises (MSEs):

a) Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).

b) The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.

c) The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

**21.** Bidders who have not accepted the job/order offered to them or withdraw from the tender process or whose EMD/Security deposit has been forfeited in the past will not be considered for this tender.

22. The Supplier shall arrange to ship the ordered materials within the mutually agreed delivery period mentioned in the order unless extended with/without penalty.
- In case of delay in supply on part of the supplier, a penalty @0.5% per week of order value will be charged for delayed period subject to a maximum of 5% order value.
  - If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the TIFR, Mumbai shall have the right to cancel the contract / purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
  - The same rate of penalty shall be applicable for late installation of the equipment/instrument also.
23. **COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation / commissioning / demonstration at the project site.
24. **ANNUAL MAINTENANCE CHARGES:** The bidder shall quote the rate/amount of annual maintenance charges separately, however AMC shall be an optional, TIFR may or may not opt for it.
25. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer.
26. **OBSERVANCE OF LOCAL LAWS:** Wherever applicable (particularly for Local vendors), the vendor / contractor shall comply with all law, statutory rules & regulations etc. The vendor/contractor shall obtain all necessary permits / approval from the local Governing Body, Police, and other concerned Authorities as may be required under law. The vendor /contractor shall pay all types of taxes, fees, license charges, deposits, duties, tolls, royalty or other charges that may be liveable on account of any the operations connected with the execution of this work/ contract.
27. In case of any interpretational issues arises in this tender, the interpretation/decision of TIFR shall be final and binding on the bidder.
28. It is the responsibility of the vendor to make sure that the system being proposed can be exported to India with TIFR as the end user. All clarificatory documentation must be submitted with the Bid.
29. TIFR reserves the right to ask for or to provide any clarification, changes after the release of this tender. Any changes or clarifications provided by TIFR may be checked at TIFR website: [www.tifr.res.in/tenders](http://www.tifr.res.in/tenders)

ADMINISTRATIVE OFFICER  
(PURCHASE SECTION)

TIFR Enquiry No. & Date: \_\_\_\_\_

Due date: \_\_\_\_\_

Bidder's Quotation Ref No. & Date: \_\_\_\_\_

## Financial Bid

Financial Bid (Bidders must quote their rates using this Format)

Sr. No.	Item Description as per the Tender/Inquiry	Make /Brand / Type	HSN Code (Mandatory)	Rate per unit	Qty	Basic Cost of main item (in Currency)
1	Actuator MA3,16 A6 Type 3S PO S121 Part No 82550				02 Nos.	
2	AMI helium level sensor CS 2000 H#7308 OD ¼", Active length 802mm, overall length 1542 mm SS sleeve 8mm dia, 100 mm sleeve length, Sensor current 75mA, sensor voltage 0-70V 13.3 ohm/inch at 300K				01 No.	
3	AMI signal cable for helium level sensor including connections DB9 male 4 pin lemo connector				01 No.	
4	Compressor Outlet line DN80/DN50, PN16 to kaeser ESD441 Project Mumbai 98				01 No.	
5	Steam trap Bekomat 12 KW WA, 24 VDC				01 No.	
B	Ex-Works cost (Duly packed Airworthy/Seaworthy of international standard)					
C	FOB/FCA Cost (Name of Airport_____)					
D	CIP/CIF Cost (Upto Mumbai Airport) (all inclusive i.e. Cost of Goods, Packing, Insurance, Inland transportation, freight etc.)					
E	DDP, PRICE TIFR Mumbai					

**Note:**

- a) All the column should be appropriately filled and not left blank
- b) Do not include any other charges, taxes, duties etc. in the Basic Cost of the item,
- c) Any accessories, optional items should be shown separately using above format.
- d) Use separate sheet for detail description, specification of the item, but prices should be quoted in same format.
- e) Prices quoted in Indian Currency should be on F.O.R. basis and mentioned separately using different table format showing all the applicable taxes/Duties like SGST, CGST, IGST, Freight & Transportation charges and installation charges etc.
- f) TIFR being educational & research institute, discounted price shall be offered.

Signature of the Bidder  
Name, Address, contact no \_\_\_\_\_  
& Email id of the \_\_\_\_\_  
Bidder/company \_\_\_\_\_  
With company's stamp or seal \_\_\_\_\_

**Date:** \_\_\_\_\_  
**Place:** \_\_\_\_\_



**Bid Securing Declaration**  
**(to be submitted on company's letter head)**

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document or fail to execute the contract, we will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the bids.

Name and Signature  
of Authorized Signatory  
and Company Seal

**MANUFACTURERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Date: \_\_\_\_\_

**Director,  
Tata Institute of Fundamental Research,  
Homi Bhabha Road, Navy Nagar,  
Colaba, Mumbai – 400 005.**

Dear Sir:

We \_\_\_\_\_ who are established and reputable manufacturers of having factories/works at \_\_\_\_\_ (*address*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry mentioned on front page.

No company or firm or individual other than M/s \_\_\_\_\_ is authorized to bid, and conclude the contract in regard to tender.

We hereby extend our full guarantee and warranty as per Clause 15 of the special terms and conditions for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

**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. It should be included by the Bidder in its techno-commercial un priced bid.

**Certificate of Availability of Spares**  
**(to be submitted on OEM's letter head)**

No. \_\_\_\_\_

Date: \_\_\_\_\_

**Director,**  
**Tata Institute of Fundamental Research,**  
**Homi Bhabha Road, Navy Nagar,**  
**Colaba, Mumbai – 400 005.**  
Dear Sir:

We \_\_\_\_\_ who are established and reputable manufacturers of having factories/works at \_\_\_\_\_ (*address*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry mentioned on front page.

We hereby extend our full support for the supply spares parts including service support as per Clause 14.2 of the special terms and conditions for the entire life of the product quoted by us. The life of the product is estimated to be \_\_\_\_\_ years.

Yours faithfully,

(Name)

Name of manufacturers)

**Note:** This Certificate/Undertaking 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. It should be included by the Bidder in its techno-commercial un priced bid.

**Certificate for Local Content**

\*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

\*We [name of manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location (s) at which the local value addition made is /are as under:

1.....

2.....

3.....

\*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

**NOTE:**

- Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

**Certificate of Registration**

No. \_\_\_\_\_

Date: \_\_\_\_\_

**Director,  
Tata Institute of Fundamental Research,  
Homi Bhabha Road, Navy Nagar,  
Colaba, Mumbai – 400 005.**

Dear Sir:

I/We \_\_\_\_\_ who are established and reputed manufacturers/bidders of \_\_\_\_\_ having factories/works at *(address)* do hereby declare that “I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as per tender clause 6.4 of GCC. I/We hereby certify that we the undersign Bidder are not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,

(Name)

(Name of manufacturers/ Bidder)

**Note:** This Certificate/Undertaking should be on the **letterhead of the manufacturer/Bidder** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un priced bid.