



जैव चिकित्सा अनुसन्धान केन्द्र CENTRE OF BIOMEDICAL RESEARCH

उत्तर प्रदेश सरकार का स्वायत्तशासी सेन्टर
An Autonomous Centre of Government of Uttar Pradesh

e-Tender Notice

On-line offers are invited through e-tendering from reputed & genuine manufacturers/ their authorized importers/ authorized distributors/ accredited Agents for the supply of "**Liquid Nitrogen for filling NMR Instruments**". Tender documents duly filled in will be **submitted on e-tender portal i.e. www.etender.up.nic.in** in two bid system i.e. Technical Bid (Part-I) & Price Bid as per BOQ (Part-II)}. For detailed information like Name of Item, Terms & Conditions, Last date of Submission of online offer against tender, Opening of Technical Bids etc; you may please visit the e-tender portal www.etender.up.nic.in. The offers will be accepted On-line only on e-tender portal with terms & conditions as mentioned in tender documents. No offers shall be accepted off-line. Please do visit www.etender.up.nic.in from time to time before last date of submission of tender for any possible amendment/corrigendum/addendum.

The bidders must submit the required **Tender Fee and EMD in original to the office of Centre of Biomedical Research (CBMR)**, SGPGIMS Campus, Raebareli Road, Lucknow 226014 (UP), India under the sealed cover. **The receipt/proof of the EMD and Tender Fee must be attached with the technical bid.** The Director reserves the right to accept or reject any offer partially or fully without assigning any reason.

Director

Tender No. CBMR/ PUR/ 1051/ 2024
Tender Document for supply of Liquid Nitrogen for filling NMR Instruments

Competitive online offers are invited for the supply of Liquid Nitrogen for filling NMR Instruments. The item-wise details are giving below along with terms & conditions. Item-wise rates should be quoted separately in the offer. **The quoted rates must be valid for a period of 05 years from the date of Rate Contract.** The validity of rates can be extended with mutual consent of the authorities of CBMR and the firm.

The tender is for the supply of high-purity liquid nitrogen to be used for filling within the magnets of Nuclear Magnetic Resonance (NMR) instruments.

Specifications for the Supply of Liquid Nitrogen for Filling NMR Instruments	
Quality Specifications:	<ul style="list-style-type: none">• Purity: 99.99% nitrogen• Impurities: Maximum allowable levels of O₂, H₂O, hydrocarbons, and other contaminants should be specified (e.g., O₂ < 5 ppm, H₂O < 3 ppm, total hydrocarbons < 1 ppm).• Temperature: Liquid nitrogen must be delivered at cryogenic temperatures suitable for NMR instruments.
Compliance and Standards:	<ul style="list-style-type: none">• The liquid nitrogen supplied must comply with relevant safety and quality standards (e.g., ISO, ASTM).• Supplier must provide certificates of analysis with each delivery.
Quantity and Delivery:	<p>The supplier is required to provide a consistent and reliable supply of liquid nitrogen to ensure the uninterrupted operation of NMR instruments.</p> <ul style="list-style-type: none">• Estimated annual requirement: 60000-70000 kg.• Delivery schedule: Monthly• Delivery locations: CBMR, Lucknow
Supplier Requirements:	<ul style="list-style-type: none">• Must be an authorized distributor or manufacturer of liquid nitrogen.• Must have experience supplying liquid nitrogen to research institutions or similar facilities.• Must provide references or evidence of previous contracts for the supply of liquid nitrogen.
Rates quoted for above must be FOR Destination i.e. up to CBMR Store, Lucknow	

TERMS & CONDITIONS FOR SUBMISSION OF OFFER FOR LIQUID NITROGEN:

1	PROVIDING OF LIQUID NITROGEN STORAGE TANKS ON PAYMENT OF FACILITY CHARGES BASIS.		
1.1	SCOPE OF SUPPLY		
	The Buyer requires Liquid Nitrogen storage tanks (VIST) for Centre of Biomedical Research, SGPGIMS Campus, Raebareilly Road, Lucknow-226014 (UP) and supplier should agree to supply VIST as per details given below-		
	GAS	VIST (CAPACITIES)	WORKING PRESSURE
	LIQUID NITROGEN	5000 LITR	15 BAR (01 NO.)
	The above storage tanks shall be of the well reputed make fulfilling the internationally accepted standards.		
1.2	ERECTION OF VIST		
1.3	THIRD PARTY INSPECTION By Supplier.		
1.4	MAINTENANCE		
	The maintenance of the VIST will be done by the SUPPLIER. The SUPPLIER shall bear only the cost for maintenance resulting from normal wear of the VIST. All repairs following damage to part or whole of the VIST caused by the BUYER or third party (hit by object, corrosive environment, etc) whether voluntarily or not, or resulting from a Industrial Gas use in conditions other than those described hereinafter shall be invoiced by the SUPPLIER to the BUYER (Director CBMR, Lucknow).		
1.5	DELIVERY PERIOD.		
	The SUPPLIER shall deliver the VIST within 30 days from the date of signing of the P.O. & Agreement by you.		
1.6	OBLIGATION OF THE BUYER		
I)	BUYER shall provide a suitable piece of land for installation of VIST.		
II)	BUYER shall provide necessary pipeline connections from VIST to user points.		
III)	BUYER shall provide site lighting, security and fire extinguishers near the said equipment, for which, details will be provided by the supplier.		
IV)	BUYER shall observe the requirements under the Factories Act, 1948 and Explosive Act or any other statutory obligations with respect to the use of the said equipment.		
V)	BUYER shall ensure the safe return of the said VIST to the Supplier's premises at Ghaziabad on the expiry of the agreement.		
VI)	BUYER shall ensure safe custody of the said VIST.		
VII)	BUYER shall not use the said VIST for receiving and storing Liquid Nitrogen from any other source other than that of the SUPPLIER except with prior written consent from the SUPPLIER.		

VIII)	Not to remove or shift the VIST on its own without prior written consent from the SUPPLIER.	
1.7	SUPPLIER'S RIGHT	
	Supplier's right in respect of the said VIST shall include the following:	
	a) Ownership of the said VIST shall at all times remain vested in the SUPPLIER and the BUYER shall not have any lien/right on the said VIST.	
	b) SUPPLIER shall be entitled to remove the said VIST by giving 30 days prior notice if the BUYER fails to pay to the SUPPLIER the monthly facility charges for two consecutive months or if in terms of the Agreement for supply the BUYER fails to pay for all the dues within 30 days from the date of invoice, or if the FACILITY are used for receiving and storing LIN from any other source other than that of the SUPPLIER.	
	c) In the event of removal of the VIST due to default in making payment or non-compliance of any instructions, terms and conditions by the BUYER, the SUPPLIER shall be entitled to remove the VIST and BUYER will compensate the SUPPLIER with the cost of removal of such VISIT.	
1.8	FACILITY CHARGES	
	For the use of VIST, the BUYER shall pay facility charges (as per L-1) per liter per month as per storage tank capacity VIST to the SUPPLIER w.e.f. the date of first supply of Liquid Nitrogen or after 25 days from the date of delivery of the VIST at Buyer's works, whichever is earlier. The duties and taxes as applicable shall be in addition and will be paid by the BUYER according to the prevailing tax regulations and tariffs.	
1.9	INSURANCE	
	The SUPPLIER shall have an insurance covering its property (VIST).	
1.10	DURATION	
	The BUYER shall be entitled to use the VIST till the SUPPLIER continues the supply of Liquid Nitrogen to the BUYER unless otherwise agreed to in writing among both the parties.	
2.	SUPPLY OF LIQUID NITROGEN IN VITT	
2.1	REQUIREMENT	
	The BUYER requires Liquid Nitrogen for their works as per details given below:	
	Gas required	Monthly requirement
	Liquid Nitrogen	3000 liters to 5000 liters per month
2.2	MODE OF SUPPLY	
	Supply of Liquid Nitrogen shall be made by SUPPLIER by using Vacuum Insulated Transport Tankers (VITT) having capacity of 7000 Ltr./8000 Ltr/10000 Ltr/12000 Ltr. BUYER will permit entry/exit to SUPPLIER's transport tankers during 24 hours on all week days in BUYER premises to enable SUPPLIER to effect supply smoothly. Necessary concrete platform/mealiest road entry for positioning/transport of tankers within BUYER premises will be made available by the BUYER.	

2.3	LEAD TIME FOR SUPPLY	
	The SUPPLIER shall supply the Liquid Nitrogen through their own VITTS within 5 days of receipt of the written intimation from the BUYER. To ensure the regular supply, the BUYER's representative should remain in contact of SUPPLIER's representative. Liquid Nitrogen from SUPPLIER's VITTS shall be decanted into the VIST installed at BUYER's works immediately on receipt of the tanker.	
2.4	MEASUREMENT	
	For the purpose of arriving at the quantity supplied in M3 of Liquid Nitrogen to BUYER, the VITT will be weighed at a certified weigh bridge nearest to BUYER before and after decanting of the Liquid gas into the VIST installed at BUYER's Works. The difference between the two weighment shall be the quantity delivered in Kg.	
	For billing purpose, the following conversion factor shall be applicable.	
	1 kg liquid nitrogen	1.237 Litre
	1 kg liquid nitrogen	0.88 Cubic Meter
	1 litre liquid nitrogen	0.71 Cubic Meter
	Bill will be prepared in Cubic Meter	
2.5	PRICE	
	Offered price for the supply of Liquid Nitrogen will be as follows: -	
	Basic price of LIN: Rs. per liter or Rs. Per Cubic Meter	
	Central Excise duty	
	Education cess	
	Secondary & Higher education cess	
	Transportation charges	
	GST	
	Octroi / entry	
	The statutory duties i.e, excise duty, GST etc. are as applicable as on date are subject to change and will be applicable on the date of supply. BUYER can avail of the modvat benefit against duty paid invoice of the SUPPLIER.	
2.6	PAYMENT TERMS	
	For Gases & Storage Tanks Rental: Payment shall be made by BUYER on 30 days credit basis from the date of delivery in the form of D.D./Cheque/NEFT/RTGS payable at Ghaziabad/New Delhi.	
2.7	PRICE ESCALATION:	
	Prices quoted above are on the basis of present power prices and diesel at Ghaziabad, which shall be got revised on the basis as explained below:	
	Power: For any change in the basic power tariff by 1 paise/kwh by UPSEB, the price of liquid Nitrogen shall be increased by 1.5 paise per liter. (Exclusive of excise duty, octroi, cess and other levies and taxes).	

	<p>Diesel: For any increase of diesel prices by 10 paisa per Ltr., the price of liquid Nitrogen shall increase by 1 paisa liter. (Exclusive of excise duty, octroi, cess and other levies and taxes).</p> <p>Such revisions shall be effective only at the end of each calendar quarter.</p>
2.8	STATUTORY REQUIREMENT
	<p>The SUPPLIER shall obtain CCE permission required for installation of Liquid Nitrogen storage system at his own cost on behalf of the buyer. The BUYER shall re-imburse the actual expenses on submission of documentary evidence. The BUYER shall ensure necessary safety provisions in Buyer's plant, compatible to the gases being used as required by CCE, Nagpur or other Govt. Authorities. The BUYER will provide necessary documents required for obtaining permits including CCE permission for installation of Liquid Nitrogen Storage System.</p>
3.	<p>PERIOD OF AGREEMENT The agreement shall commence on the date hereof and shall continue for an initial period of five years and thereafter shall be automatically renewed for a further period of five years unless either party give three months prior notice in writing to the other party informing its intention of not renewing such agreement, after the initial period of three years.</p>
4.	TERMINATION
	<p>a) Either party may terminate this agreement by delivering 3 Months written notice thereof to the other party at the end of the period of agreement. In the event of non-performance of obligations under this agreement by giving one-month notice to the other party in writing. The non-performance including failure on the part of the supplier to supply the indented quantity and failure on the part of BUYER to make payment as per the agreed terms.</p> <p>b) This agreement shall terminate in the event either party voluntarily or involuntarily becomes bankrupt or takes suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or any part of its assets.</p>
5.	ASSIGNMENT
	<p>The rights and obligations hereunder of each of the parties hereto shall not be assigned to a third party without having obtained in writing the prior written consent of the other party.</p>
6.	FORCE MAJEURE
	<p>Notwithstanding the provisions herein above, no liability shall attach to any party hereto in the event of its failure to observe the terms hereof, if such failure is caused by reasons of, or on account of, or in consequence of any act of God or act of state, plague, famine, pestilence, epidemic, fire, storm, floods, restraints of war, mutiny, riot, civil commotion, disturbances, power supply disruption, plant breakdown, extraordinary failure of equipment, government statute or imposition, road blockage, transporter's strike, damage to installation or any cause whatsoever beyond the reasonable control of the concerned party. However, it is agreed that BUYER shall continue payments for all supplies already made notwithstanding any such cause as aforesaid. However, under the condition of</p>

	non- supply mentioned above, both the parties will equally share the cost of Liquid Nitrogen, needed to keep the equipment functional. If the supply is not made in time because of any reason, other than those mentioned above, the BUYER will be at liberty to buy from any source and the actual cost will have to be borne by the supplier after receiving written permission from supplier.
7.	GOVERNING LAW, CONCILATION AND ARBITRATION
7.1	The agreement will be governed by the laws of India.
7.2	All and any disputes and claims arising out of or relating in any manner to this agreement or the breach, termination, non-performance, interpretation or validity thereof, shall first be discussed in good faith by officers duly nominated for the purpose by each party, with a view to resolving the same.
7.3	All and any disputes and claims as aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, shall at the request of either party, be referred to a sole arbitrator, if the parties agree upon one, failing which to two arbitrators, one to be appointed by the BUYER and the other by the SUPPLIER. All such arbitration proceedings shall be held at Lucknow. The arbitrators shall, before entering upon the reference, appoint an umpire and the decision by the arbitrators shall be final and binding upon the parties. The provisions of the Indian arbitration and conciliation act, 1996 and rules made there under, or any modification thereof for the time being in force shall apply to such arbitration. The venue of the arbitration shall be at Delhi.
7.4	Nothing contained in this clause will preclude either party from applying for and obtaining any injunctive, prohibitory or other similar urgent or interim relief from a competent court of law.
7.5	The courts of law in Lucknow will have exclusive jurisdiction and the parties hereby submit to such jurisdiction.
8.	<u>MISCELLANEOUS</u>
8.1	ENTIRE AGREEMENT
	The agreement embodies the entire, sole and exclusive agreement and understanding between the parties hereto with respect to the subject matter hereto and supersedes and cancels all prior discussion, negotiations, agreements and understanding between the parties, whether written or oral, as to such subject matter. The agreement may be modified only in writing duly signed by authorized persons of both the parties. The agreement will be prepared in two copies (original) one each to be retained by both supplier & buyer.
8.2	SEVERABILITY
8.3	If any provision of this agreement is held to be invalid. Illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.4	NOTICES Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set for the in this agreement.
8.5	WAIVER Failure of either party to require performance of any provision of this agreement shall not affect such party's right to full performance thereof at any time thereafter, and any waiver by either party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned party.
8.6	REPRESENTATION The agreement will be executed by the duly authorized representatives of both the parties after understanding the terms and conditions and contents of the agreement without any fear or coercion and the authorized signatories are duly empowered and competent to sign the agreement.
9	OTHERS
9.1	Rates quoted for above must be FOR Destination i.e. Centre of Biomedical Research (CBMR), SGPGIMS Campus, Raebareli Road, Lucknow-226014 (UP).
9.2	Offers should be made in two-bid system i.e. Technical Bid (Part-I) and Financial Bid (Part-II)
9.3	The technical details should have detailed specification of the Liquid Nitrogen.
9.4	The bidder should submit the order copies of state govt./central govt./PSU/autonomous bodies during the last 5 years of similar work.
9.5	Current authorization letter of dealership from the principal company must be enclosed, in case; the offer is submitted through dealer/distributor.
9.6	The Tenders should be submitted online only through govt. e-portal https://etender.up.nic.in . The off-line tender will not be considered under any circumstances. Tender Fee and EMD in original must be submitted to the office of Centre of Biomedical Research (CBMR), SGPGIMS Campus, Raebareli Road, Lucknow 226014 (UP), India under the sealed cover and receipt/proof of the same must be attached with the technical bid.
9.7	The quoted rates must be valid for a period of 05 years from the date of agreement. The validity of rates can be extended with mutual consent of CBMR and the firm.
9.8	Tender fee for ₹ 1,180/- (non-refundable) in original must be submitted to the office of Centre of BioMedical Research (CBMR), SGPGIMS Campus, Raebareli Road, Lucknow- 226014 (UP), in shape of DD to be drawn in favour of "Director, CBMR" payable at Lucknow, under the sealed cover and the receipt/proof of such submission must be enclosed with first part i.e. Technical Bid.

9.9	Earnest Money Deposit (EMD) for ₹ 10,000/- (Refundable) in original must be submitted to the office of Centre of BioMedical Research (CBMR), SGPGIMS Campus, Raebareli Road, Lucknow- 226014 (UP) in shape of FDR/TDR to be drawn in favour of "Director, CBMR" payable at Lucknow, under the sealed cover and the receipt/proof of such submission must be enclosed with first part i.e. Technical Bid.
9.10	The price should be on F.O.R. CBMR basis inclusive of all levies and duties wherever applicable which should be indicated clearly. The rates of GST should be clearly indicated wherever chargeable.
9.11	The Centre reserves the right to cancel/reject in full or any part of the tender which generally do not fulfill the conditions stipulated in the tender without assigning any reason.

Compliance Sheet to be uploaded in the bid document as under:

COMPLIANCE SHEET

Sl. No.	Documents	Page No.
1.	Tender Fee Rs. 1,180/- (Receipt/proof must be attached with Technical Bid)	
2.	Earnest Money Deposit (EMD) Rs. 10,000/- (Receipt/proof must be attached with Technical Bid)	
3.	Compliance of Specification and supporting documents	
4.	Authorization Certificate by Principal Firm	
5.	Declaration by OEM/ Principal Firm/Tenderer that the offered rates are lower than supplied to others.	
6.	Order copies of state govt./central govt./PSU/autonomous bodies during the last 5 years of similar work.	
7.	Any Other Essential Document	

**Signature of Authorized Signatory
Seal of Firm**

BOQ

Sl. No.	Tender No.	Name of the Item and essential/standard accessories required as per tender specification	Qty.	Rate Per Unit	GST in %	Amount with GST
				INR		
1	2	3	4	5	6	7
Total (Rs.)						