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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

To,

The Tenderer

Subject: - “Supply, Installation and Commissioning of Differential Scanning Calorimeter at LERC, Bangalore”

Following documents forming a part of the mentioned tender in **TWO BIDS** are enclosed:


| S/N | Document Description | Page No. |
|------------|--|-----------------|
| 1 | Name & Detail of the Equipment | 2 |
| 2 | Notice Inviting Tender | 3 - 4 |
| 3 | Checklist | 5 - 6 |
| 4 | Pre-Qualification Criteria | 6 - 10 |
| 5 | Pre-Qualification Documents | 11 |
| 5 | Evaluation Criteria | 11 |
| 6 | Undertaking by Tenderers | 12 |
| 7 | Schedule of Deviations | 13 |
| 8 | Important Guidelines to Tenderer | 14 - 15 |
| 9 | Instruction to Tenderers & Particular Conditions of Contract | 16 - 23 |
| 10 | General Conditions of Contract | 24 – 29 |
| 11 | Special Condition of Contract | 30 - 37 |
| 12 | Technical Specifications | 38 – 48 |
| 13 | Formats & Proforma | 49 - 52 |
| 14 | Sample Report | 53 - 58 |

NOTE:

THE TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE ENVELOPES BY THE TENDERER DULY SIGNED AND STAMPED ON ALL PAGES ALONG WITH THE DD FOR TENDER FEE AND EARNEST MONEY DEPOSIT (EMD).

Seal

Tenderers Signature

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| | Tender No. | LERC/PT-169/24-25 |


EQUIPMENT FOR THE POLYMER LAB

Differential Scanning Calorimeter (DSC)

DSC is a thermal analysis apparatus measuring how physical properties of a sample change, along with temperature against time. In other words, the device is a thermal analysis instrument that determines the temperature and heat flow associated with material transitions as a function of time and temperature. During a change in temperature, DSC measures a heat quantity, which is radiated or absorbed excessively by the sample on the basis of a temperature difference between the sample and the reference material

Differential scanning calorimetry (DSC) is a thermo-analytical technique in which the difference in the amount of heat required to increase the temperature of a sample and reference is measured as a function of temperature. Both the sample and reference are maintained at nearly the same temperature throughout the experiment. Generally, the temperature program for a DSC analysis is designed such that the sample holder temperature increases linearly as a function of time. The reference sample should have a well-defined heat capacity over the range of temperatures to be scanned. Additionally, the reference sample must be stable, of high purity, and must not experience much change across the temperature scan. Typically, reference standards have been metals such as indium, tin, bismuth, and lead, but other standards such as polyethylene and fatty acids have been proposed to study polymers and organic compounds, respectively.



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| | Tender No. | LERC/PT-169/24-25 |

NOTICE INVITING TENDER


LERC invites Sealed Tenders in TWO BID System (Part A: **Commercial Terms** with **Technical-Bid** and Part B: **Price-Bid**) from Company, partnership / proprietorship firm, meeting the minimum PQC (Pre-Qualification Criteria) for award of contract for **“Supply, Installation and Commissioning of a Differential Scanning Calorimeter at LERC, Bangalore”**

I. TENDER SCHEDULE

| | | |
|-----|--|--|
| 1 | Tender No | LERC/PT-169/24-25 |
| 2 | Name of the work | Supply, Installation and Commissioning of Differential Scanning Calorimeter at LERC, Bangalore |
| 3 | Cost of Tender Documents | Nil. Tender form will be allowed for downloading from LERC portal from 27.06.2024 @ 10:00 hrs to 16-07-2024 @ 10:00 hrs |
| 4 | Earnest Money Deposit (EMD) | Rs. 45,430.00/-. |
| 5 | Mode of payment of EMD | EMD to be paid in form of DD drawn on a Bank in India in favour of LPG Equipment Research Centre payable at Bangalore and shall be enclosed along with the Tender Bid. Small Scale Units registered with NSIC, MSME and Central / State PSU's will be exempted for submission of EMD, provided party is registered for the similar nature of works as in the tender. In this case, tenderer has to upload a copy of the exemption certificate along with the technical bid and same shall be verified at the time of document verification on given date. However, LERC reserves the right for rejection of the tender, if the certificate submitted by the tenderer is found unsatisfactory for exemption of EMD. No interest will be paid on EMD. |
| 6 | Sale of tender documents | Tender documents to be downloaded from the website www.lerc.co.in or can be directly purchased from LERC office. |
| 6.1 | Downloading Starts on | 27-06-2024 @ 10:00 hrs |
| 6.2 | Pre-bid meeting | 05.07.2024 @ 11:00 hrs |
| 6.3 | Downloading closes on | 16.07.2024 @ 10:00 hrs |
| 6.4 | Last date and time for submission of tender documents. | 16.07.2024 @ 13:00 hrs in the tender box at LERC |

Seal

Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
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| 6.5 | Date and time of opening of tender (Technical / Commercial Bid Only) | 16.07.2024 @ 15:00 hrs |
| 7 | Verification of original documents | Successful bidder (L-1) shall be required to present their original documents to the tender inviting authority. The same shall be intimated later through E-Mail. |
| 8 | WORK COMPLETION TIME | 12 WEEKS from the date of issue of the Purchase Order |
| 9 | Validity of Offer | 6 months from the date of opening of the tender |
| 10 | Contact person | Mr. Pavan Kumar Varanasi Senior Manager (LERC) Tel: 808-25613145; 808-25612257 E-Mail: pavankvaranasi@lerc.co.in |

Complete tender documents should reach **Senior Manager (LERC), LPG Equipment Research Centre, OPP ITI Main Gate, Dooravaninagar, Bangalore - 560016** before due date and time of submission mentioned above.

‘**Technical & Commercial Bid**’ will be opened on respective due date and time in presence of Bidders, if the tenderer wishes to attend the tender opening, at the above-mentioned address. The date and time for Price Bid opening will be informed to the tenderer who will qualify in the Technical Bid. LPG Equipment Research Centre reserves the right to accept/reject any or all tenders without assigning any reasons whatsoever.


LPG Equipment Research Centre, Bangalore, is registered with Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Govt. Notification Number 24/2007-Customs dated 01.03.2007 and central excise duty exemption in terms of Govt. Notification Number 16/2007-Cental Excise dated 01.03.2007. This may be noted while quoting.

NOTE:

- **DEMAND DRAFT TOWARDS EMD & TENDER FEE SHALL BE DRAWN ON A NATIONALIZED BANK IN INDIA AND SHALL BE ENCLOSED ALONG WITH THE TECHNICAL BID. TENDER SUBMITTED WITHOUT EMD & TENDER FEE, UNTIL & UNLESS EXEMPTED, WILL BE REJECTED.**
- **TECHNICAL BID SHALL NOT SHOW ANY CLUE / INTIMATION OF PRICE. SUCH TENDERS SHALL BE REJECTED AND INTIMATION WILL BE GIVEN TO REJECTED TENDERERS.**

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Tenderers Signature

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| | DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
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| | Tender No. | LERC/PT-169/24-25 |

II. **CHECKLIST:**

| SL. NO | ITEM | LERC's REQUIREMENT | CONFIRMATION / DETAILS FROM TENDERER |
|--------|---|---|--------------------------------------|
| 1 | Tender Fee | Nil. | |
| | Mode of Tender Fee | DD / Bankers Cheque (To be confirmed) Yes / No | |
| | Details of Tender Fee | No., Date & Bank | |
| 2 | Earnest Money Deposit | MSME Certificate for exemption or else; DD to be enclosed in a separate cover | |
| | Mode of EMD | DD only (To be confirmed) Yes / No | |
| | Details of EMD | No., Date & Bank | |
| 3 | Income Tax assessment order / acknowledgement of filing income tax returns | To be submitted for the last three years i.e., 2021-2022, 2022-2023 & 2023-2024 (Yes/ No) | |
| 4 | Validity of tender | Six months – To be confirmed (Yes/ No) | |
| 5 | Completion time | 12 weeks from date of Work Order – To be confirmed (Yes/ No) | |
| 6 | All particulars furnished in Statement of Credentials | To be attached (Yes/ No) | |
| 7 | Tender documents have been signed on all pages with seal & submitted | To be confirmed (Yes/ No) | |
| 8 | Confirm that there are no deviations from tender conditions | To be confirmed (Yes/ No) | |
| 9 | Confirm that the Price bid does not contain any condition | To be confirmed (Yes/ No) | |
| 10 | Confirm that the rates have been expressed in both figures and words. | To be confirmed (Yes/ No) | |
| 11 | Confirm whether the tenderer opts to supply the equipment directly from foreign supplier. | To be confirmed (Yes/ No) | |

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Tenderers Signature



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DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA**

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| 12 | SD to be of 10% value of the Purchase Order valid for a period of 3 years | To be Submitted (Yes/ No) | |
| 13 | Power of Attorney when the person signing the tender / agreement is not the sole proprietor or authorized representative of the company | To be submitted (Yes/ No) | |
| 14 | Copy of the Undertaking as per the format given in Page No. 11 in the Company Letter duly signed by the Authorized Representative. | To be submitted (Yes/ No) | |
| 15 | Confirm that Technical Bid shall not contain any clue of information of Price. | To be confirmed (Yes/ No) | |
| 16 | Declaration by Tenderer for his capability to supply the equipment under consideration | To be confirmed (Yes/ No) | |

III. PRE-QUALIFICATION CRITERIA:

Tenderers who are willing to quote rates in the Two Bid Tender should fill in the below mentioned details along with the bid.

A) Details of Similar Order executed in the last 5 years:

For experience, the order executed by the bidder (other than startups), during any of the last 5 years up to the last day of the month previous to the one in which the tender is being invited, should be provided as below:

- ✓ Supply for three orders of similar Equipment to Clients (on landed cost basis), along with Installation and Commissioning details.

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Tenderers Signature



LPG EQUIPMENT RESEARCH CENTRE
DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA

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| Tender No. | LERC/PT-169/24-25 |

| SN | PARTICULARS | Order No. 1 | Order No. 2 | Order No. 3 |
|----|--|-------------|-------------|-------------|
| a. | Client's Name, Address, Telephone/Fax Nos. Please also indicate responsible person's name, telephone number and email. | | | |
| b. | Purchase Order ref., date & value of purchase order (in Rs. Crores). Enclose copy of P.O. | | | |
| c. | Quantity & Place of supply. | | | |
| d. | Details of Equipment supplied. | | | |
| e. | Scheduled time of completion. | | | |
| f. | Date of completion | | | |
| g. | Performance report enclosed. – Yes / No. | | | |

B) Business Turnover of the Company: The annual turnover of the Tenderer (other than startups) during any of the three preceding financial years should be at least Rs. 28 lakhs, where completion period is more than a year. In other cases, where completion period is less than a year, the annual turnover should be at least Rs.28 lakhs, in any of the three preceding financial years. Tenderer to give details of the annual turnover for the last three financial years in the table below.

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Tenderers Signature



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DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA**

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| Tender No. | LERC/PT-169/24-25 |

| Sl. No | FINANCIAL YEAR | TURNOVER IN | VALUE IN INR |
|--------|----------------|-------------|--------------|
| 1 | 2021-2022 | | |
| 2 | 2022-2023 | | |
| 3 | 2023-2024 | | |

- Minimum Criteria for Similar Works & Turnovers is Nil for Startups.

c) Tenderer Capability: Tenderer must have a proven capability to manufacture / supply the materials / equipment. The Tenderer to give a declaration for their capability to supply the equipment under consideration.

D) 1. Name and Address of the Tenderer:

2. E-Mail Address: _____

3. Telephone Nos.: _____

4. Name of Contact person: _____

E) Type of Tenderers Firm:

1. Sole Proprietorship? _____
(Name of Proprietor)

2. Partnership Firm? 1. _____
(Name of Partners) 2. _____
3. _____

3. Public or Private Limited Company? 1. _____
(Names of Directors) 2. _____
3. _____

Seal

Tenderers Signature



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| Tender No. | LERC/PT-169/24-25 |

F) Details of Arbitration Proceedings in the past and present involving Tenderer, if any:

G) Information about Tenderer: Tenderers to furnish information as required below.

| S/N | Particulars | Details |
|------------|--|----------------|
| 1 | No. of similar Lab Equipment presently installed in India | |
| 2 | Present setup in India for providing service support for the systems: | |
| i. | Address of nearest service location to Bangalore. | |
| ii | No. of Service Engineers. | |
| iii | Details of Service Engineers | |
| 3 | Name and contact details of responsible person at nearest service location | |

Seal

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| Tender No. | LERC/PT-169/24-25 |

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| 4. | Maximum time required for attending to complaints received from location | |
| 5 | Please confirm availability and supply assurance of spares for the mentioned Equipments for a minimum period of 10 years after the warranty period. | |
| 6 | Please confirm software support for the mentioned Equipments for the next 10 years after the warranty period. | |

H) **Clientele List:** Tenderer to provide a list of their reputed clientele:

| Sl. No. | Name of Clientele |
|----------------|--------------------------|
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| | Tender No. | LERC/PT-169/24-25 |

IV) Pre-Qualification Documents:

1. **PAN CARD:** Bidder should have valid PAN Number (self-attested copy of PAN card to be uploaded). PAN card should be in the name of Proprietor or the Firm participating in the tender. To be submitted along with the Tender.
2. **Annual turnover:** Authenticated Copy of pages having (a) Profit & Loss Statement and (b) Balance Sheet from audited annual report for the last 3 financial years to be submitted.
3. **Registration Certificate of GST:** GST certificate issued by the authority in the name of bidder. To be submitted along with the Tender.
4. **Acceptance of tender:** Undertaking by the tenderer to be submitted as per the given format.
5. The equipment under supply shall meet the exact or atleast improved version of the Technical Specifications as given in the Tender Document.
6. The Tenderers shall have supplied all the equipment or considerably similar equipment in India, with similar Technical specifications.
7. The Tenderer shall have service and customer support in Bangalore or in Southern Region to avoid any delay in attending to the equipment.

V. Evaluation Criteria:

Mode of selecting tenderers: The following evaluation criteria will be followed: -

1. This tender is floated in two-bid system i.e., Techno-Commercial bid & Price bid. Technical bid will be opened first, on scheduled date & time and will be evaluated. Price bids of the Bidders, who have qualified in technical bid based on our evaluation, will be opened subsequently on notified date. Tenderers may witness tender opening on the announced date if they wish so.
2. The tenderers have to quote in Indian Rupee (INR). The equipment to be maintained at LERC by the Tenderer for 03 year (03-year warranty with minimum 4 visits from the Service Engineer for Calibration & Maintenance) from the date of installation / commissioning without any further additional cost, other than what has been quoted in the price bid.
3. After opening of price bid of technically qualified bidders, the tender shall be evaluated based on the total financial outgo. The ranking will be done based on quoted rates in price-bid and successful tenderer shall be selected accordingly based on the lowest financial implication for the equipment which would include the final equipment cost along with accessories. Installation, commissioning, training for handling and maintenance of the equipment for 03 year of Warranty. The total financial implication arrived at shall be the sole criteria for deciding the L1 bidder.

Seal

Tenderers Signature

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| | Tender No. | LERC/PT-169/24-25 |

UNDERTAKING BY THE TENDERER(S)

NAME OF WORK:

Tender No.:

We confirm that we have submitted the documents in the tender as specified in the Tender Document.

I, _____ (Name of the Tenderer) hereby certify that, I have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum / addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event of award of contract to us, the complete tender document shall be considered for constitution of Contract Agreement.

I, _____ (Name of Tenderer) hereby certify that, I have not tampered any documents of tender and understood the meaning of tempering of documents. I have read thoroughly the special instructions to the bidder for participating in the tender given in tender documents.

I, _____ (Name of Tenderer) hereby certify that I am not in the Holiday List / Blacklist for any of the Three Oil Marketing Companies (i.e., Indian Oil Corporation Limited, Bharat Petroleum Corporation Limited and Hindustan Petroleum Corporation Limited).

SIGNED FOR AND ON BEHALF OF TENDERER(S)

Name of Tenderer(s)

Date: __/__/____

Place:

Seal & Signature of Tenderer

Seal

Tenderers Signature

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IMPORTANT GUIDELINES TO TENDERERS

1. Submission of Tenders:

1.1 LERC has issued Tender in following parts:

- Part A: Technical & Commercial
- Part B Price Bid

1.2 The tender shall be submitted in sealed master envelope containing two separate sealed envelopes, namely 'Technical **Bid (A)**' and '**Price Bid (B)**' as under:

1.3 The technical bid cover (marked A above) shall contain following:

- Complete technical bid document in original, duly filled in and signed on each page and stamped wherever required.
- Tender Fee Instrument in original
- Earnest Money Instrument in original
- Income Tax Assessment Certificate / Return for last 3 years
- Documents required to be submitted by the tenderer as per requirements listed in the technical bid document above and checklist therein.
- Any other relevant document, as applicable, however it shall not contain any clue / information of the price of the equipment, which may lead to rejection of tender.

1.4 **Earnest Money Deposit-** (other than startups and MSME enterprises): This is a prerequisite for consideration of the tender as set out in the Particular Conditions of Contract. Earnest Money can be paid by the mode specified Conditions of Contract. Care shall be taken to ensure that the EMD instrument is enclosed in the cover for Technical Bid and not by any chance in the cover for Price Bid, failing which the tender shall be rejected.

1.5 The Price bid cover shall contain only Schedule of Rates duly filled in. Price bid cover shall not contain any other document or any conditions.

1.6 It is mandatory for every tenderer to fill all the documents as set out in the tender document irrespective of their earlier association with LERC.

1.7 Any conditional / incomplete offer or failure to follow above instructions shall lead to disqualification even at the opening of bids.

1.8 All the Pages shall be signed by tenderer with seal. All entries must be in permanent ink or typed. No Overwriting or alteration in the tender will be allowed after opening.

1.9 The tenderer shall ensure that completely filled tender is delivered to or dropped in the tender box provided at the premises of **LPG Equipment Research Centre, OPP ITI Main Gate, Dooravaninagar, Bangalore - 560016** before the closing hours as mentioned in Notice Inviting

Seal

Tenderers Signature

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| | Tender No. | LERC/PT-169/24-25 |

Tender (NIT). Late receipt of tenders on any account shall be treated invalid and hence, will not be opened.

2.0 **Opening of Bids:**

- 2.1 Technical & Commercial Bids shall be opened on **16.07.2024 @ 15:00 hrs (IST)** in presence of attending tenderers, if any.
- 2.2 After scrutiny of the Technical Bids, the eligible Bidders who meets all Technical requirements shall be notified through E-Mail regarding the date and time for opening the price bid. Unsuccessful tenderers shall be intimated after finalisation of the tender and no correspondence shall be entertained thereafter.
- 2.3 The offers shall be kept valid for **six months from the date of opening of bids.**
- 2.4 **LERC shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part. The decision of LERC in this regard shall be the final.**
- 2.5 LERC reserves the right to negotiate with the tenderers. The tenderer shall confirm the negotiations within the stipulated time, if the tenderer fails to comply; LERC reserves the right to reject the tender at their discretion.
- 2.6 LERC reserves right to accept any tender in whole or in part without assigning any reasons, at the quoted rates.
- 2.7 Tenderers will have to attend concerned office of LERC for negotiations / clarifications as required in respect of their quotation without any commitment from LERC.
- 2.8 Clarifications with respect to tender, if any, shall be obtained from LERC.
- 2.9 Any sort of canvassing by the tenderer shall result into outright rejection of their offer.
- 2.10 **Pre-Bid Conference with tenderers shall be held on the date and time mentioned in NIT** at the LERC office whose address is given in Clause Number 1.9 above. Tenderers should plan their schedule accordingly

Seal

Tenderers Signature

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INSTRUCTIONS TO TENDERER - PARTICULAR CONDITIONS OF CONTRACT

1.0 SUBMISSION OF TENDER

- 1.1 Tender documents should be submitted in the prescribed tender schedule form supplied by LERC. The tender documents and subsequent communications, if any, should be put in the cover supplied by LERC (Sealed with wax), boldly super scribed on the outer cover, the tender no., closing date & time and submit it to the concerned authority as laid down in the tender document.
- 1.2 The tender can be dropped in the tender box kept in the concerned authority's office at LERC. The tender should reach the concerned authority as laid down in the tender form before due date and time.

1.3 TENDER DOCUMENTS ARE NOT TRANSFERABLE.

1.4 TENDERS RECEIVED LATE SHALL BE SUMMARILY REJECTED.

2.0 STUDY OF TENDER DOCUMENTS:

- 2.1 Tenderers should study the tender documents carefully and understand the contract conditions, specification, etc. before quoting.
- 2.2 If there are any doubts, they should get clarifications, before the due date but this shall not be a justification for late submission of the tender or extension of opening date.
- 2.3 The tenders should strictly be in accordance with our specification, terms and conditions. The equipment should not only match our specifications / requirements but can be improved upon. The same can be indicated separately by bidder in the technical bid. The superiority / improvement in specification is not a criteria for selection.

3.0 FILLING OF TENDER DOCUMENTS

- 3.1 The tenderers shall quote the rates for all items in the price bid schedule only. All the rates given in the tender schedule should be expressed both in **FIGURES AND WORDS**. Tenders which do not contain rates in words shall be treated as incomplete and rejected.
- Where there is a difference between, the rates in words and figures, the rate, which corresponds to the amount worked out by the tenderers shall be taken as correct.
 - The rates quoted by the tenderers in figures and words tallies but the amount is incorrect, the rates quoted by the tenderers shall be taken as correct and not the amount.
 - When it is not possible to ascertain the correct rate, in the manner prescribed above the rate as quoted in words shall be adopted.
 - If the rates are not quoted in words, the offer shall be summarily rejected.

Seal

Tenderers Signature

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| | Tender No. | LERC/PT-169/24-25 |

- 3.3 All entries in the tender documents should be in Ink / Typed. All corrections should be attested by full signature of the tenderers. Corrections wherever necessary should be made by scoring out the wrong words / figures by drawing a line across them and attesting these with full signature. These shall not be erased or overwritten.
- 3.4 Use of white / erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white / erasing fluid, the bids may be summarily rejected.
- 3.5 Every page of Tender Documents shall be signed by the Tenderers at the end of last entry thereon.
- 3.6 Tenderers must distinctly understand that they will be strictly required to conform to the conditions of this contract as contained in each of its Clause Numbers and the plea of CUSTOM PREVAILING will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
- 3.7 Tender should be strictly in accordance with specifications and other tender documents.
- 3.8 **Any offer, which does not comply with the tender conditions or contains counter conditions in respect of delivery schedule will be treated as invalid.** Tenderers signature on the technical bid is considered total acceptance of the terms and conditions. However, if tenderers wish to give any additional information, the same may be given in a separate covering letter.
- 3.9 **The quoted rates shall be valid for a period of six months from the date of opening of Bid.**
- 3.10 Tenderer must not resort to unsolicited revision of Tender Document. Any type of unsolicited revision will disqualify the tenderer.
- 3.11 If the successful tenderer, during specified time period, fails to accept the Letter of Intent (LOI), Purchase order, placed at his original quoted rates or subsequently negotiated rates, as the case may be, the tenderer shall not be qualified in future tenders and other suitable action may be taken as deemed necessary by the organization.
- 3.12 Once the tender is accepted and the Letter of Intent (LOI) / Purchase order is placed on the successful tenderer; the validity will remain same till completion of contract in all respects. No escalation in the cost of materials, labour, transportation shall be entertained at any stage of the contract till the job is completed in all respect.
- 3.13 Incomplete tenders, conditional tenders or tenders not conforming to the terms and conditions prescribed in the tender documents are likely to be rejected.
- 3.14 **LERC is not bound to accept the lowest tender and reserve the rights to reject any or every tender or split the order without assigning any reason whatsoever and / or to carry out negotiations with the Tenderers in the manner considered suitable to LERC.**

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

3.15 **Any terms and conditions attached / printed overleaf of the tenderers offers will not be binding on LERC.**

3.16 All the data must be filled up in the formats provided with Tender Document, bidders should not reproduce any annexure or this document to fill the data.

3.17 PRE-BID CONFERENCE:

Pre-Bid Conference will be held **at LPG equipment Research Centre, Bangalore on the date mentioned in NIT.** The tenderers shall send their representatives with authorisation letter to sign the minutes of Pre-Bid Conference and they shall be in a position to take decision on Techno-Commercial terms. Tenderers may please note that LERC may not give any time for the tenderers to take decisions later on.

3.18 **The Technical & Commercial Bids should be received by LERC at the designated address mentioned, before 16.07.2024 @ 13:00 hrs.** The bids, which are received after the above-mentioned date and time, are liable to be rejected at the discretion of LERC. The bids, which are not sealed as indicated above, are also liable to be rejected. LERC will not be liable for Postal / Courier delay, non-receipt / non-delivery of documents, loss of documents in transit, etc.

4.0 EARNEST MONEY DEPOSIT:

4.1 The earnest money for this tender shall be paid as per details given in “Particulars of Earnest Money Deposit”. No interest shall be paid on EMD.

4.2 The **EARNEST MONEY** must be submitted in the following manner:

4.2.1 By a crossed Demand Draft issued by a Scheduled Bank in India, in favour of LPG Equipment Research Centre payable at Bangalore. Outstation Pay Order / DD will not be accepted.

4.2.2 The acceptable financial instruments towards Earnest Money Deposit should be submitted along with the Tender Document.

4.2.3 If Earnest Money is not deposited on / before the closing Date and Time of the Tender or not enclosed with Technical Bid then, the Tender will not be considered valid.

4.2.4 Cheques or call deposits shall not be accepted towards payment of earnest money deposit.

4.2.5 Tenderers, who **are registered with Govt. Departments**, are **not exempted** from payment of Earnest Money Deposit (EMD). Only the following establishments mentioned below are exempted from payment of Earnest Money Deposit.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

- a. **Public Sector undertaking** - State or Central
- b. **Micro, Small & Medium Scale Industrial Units** – Registered with MSME & National Small-Scale Industries Corporation (NSIC). However, the registration certificate issued by NSIC should be valid on the date of consideration of tender and should cover items / works tendered while seeking exemption from payment of EMD by SSIUs. The item(s) tendered for shall be listed in the NSIC Certificate.
- 4.2.6 An attested legible photocopy of valid Registration Certificate with NSIC should be attached to the tender documents, while submitting the same to LERC. Original registration certificate should be produced for verification as and when demanded.
- 4.2.7 The registration of firm with **DGS&D** will **not be an exemption** from payment of EMD.
- 4.3 No interest shall be paid for deposits in any form.
- 4.4 If instrument towards EMD is submitted in any manner other than aforesaid, the tender shall be treated as **“Submitted without EMD”** and as such shall be rejected.
- 4.5 Earnest Money Deposit will be returned to the unsuccessful tenderer after the issue of work / purchase order and submission of Security Deposit by the successful tenderer.
- 4.6 The tenderer will have to furnish the information regarding the Earnest Money Deposit in “Particulars of Earnest Money Deposit” in the format given in Bid while submitting the Tender.
- 4.7 Requests for adjustment of pending bills or credit towards Earnest Money will not be entertained.
- 4.8 **Refund of EMD** - The EMD paid against a tender is refundable to the disqualified and unsuccessful tenderers on finalisation of the Tender and on placement / acceptance of order by the successful tenderer. It is not necessary to receive a request from the Unsuccessful Tenderer for refund of EMD. Refunding of EMD to a successful tenderer will only be on compliance of Security Deposit Clause Number of the Purchase Order and acceptance of Purchase Order and execution of the Agreement.
- 4.9 **EMD is liable for forfeiture in the event of:**
- Withdrawal of offers while they are under consideration during the validity period.
 - Non-acceptance of the orders when placed.
 - Non-confirmation of acceptance of orders within the stipulated time after placement of orders.
 - Any unilateral revision made by the tenderer during the validity period of the offer.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

5.0 **SECURITY DEPOSIT**

5.1 The successful tenderer shall within **5 days from the date of issuance of Letter of Intent / Purchase Order** have to make payment against Security Deposit as detailed below: -

5.2 The successful tenderer/s will have to pay a sum equivalent to 10% of the value of the Purchase Order as security deposit by DD drawn on Nationalized / Scheduled Banks in favour of LPG Equipment Research Centre (LERC). The security Deposit will be refunded after a time period of 3 years of the contract. SD without any interest.

5.3 Method of payment of the Security Deposit of the Tenderer shall be as under:

- a. Pay Order or DD of scheduled / Nationalised Banks in favour of LPG Equipment Research Centre payable at Bangalore.

OR

- b. Bank Guarantee (BG) - The entire amount of Security deposit should be covered by BG and such BG should be submitted before stipulated time as mentioned in 5.1 above. The validity of such BG should be three Years after the schedule date of delivery as per Purchase order. The BG should be sent to LERC directly from the Bank. No interest will be allowed on SD. In case of delayed completion, the validity of SD shall be extended accordingly failing which the same shall be forfeited

If requested by successful Tenderer (who is not under MSME or NSIC category), the EMD can be converted to SD.

5.4 No claim shall lie against LERC in respect of interest on cash deposit or depreciation thereof. LERC shall be entitled to deduct from the deposit any loss or damage which LERC may be put to by reason of any act or default recoverable by LERC from the Tenderer and to call upon the Tenderer to maintain the deposit at the original limit by making further deposits.

5.5 In the event of the Tenderer failing to make and maintain a security deposit in the manner aforesaid, be liable to forfeit any amount lodged with the tender by him and LERC shall be entitled to cancel the acceptance of the tender.

5.6 **The refund of security deposit:** The security deposit will be released only on receipt of performance bank guarantee.

5.7 The small-scale industries units registered with MSME & NSIC will be allowed exemption from payment of Security Deposit up to the monetary limit as specified by the MSME & NSIC in the Registration Certificate issued on SSIUs. However, they will have to give a warranty on Non-Judicial stamp paper of Rs.100/-.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

5.8 **Forfeiture of SD:** - All sums of compensation or other sums of money payable by the Tenderer may be deducted from SD. In the event of SD being reduced from the original quantum due to recoveries as aforesaid the Tenderer shall within 15 days of recoveries, make good deficiency in SD either by cash or by way of Demand Draft.

6.0 PERFORMANCE BANK GUARANTEE

6.1 On dispatch of the Equipment, by way of Bank Guarantee, the Tenderer shall Guarantee that all materials used in execution of the Purchase Order shall be in strict compliance with characteristics, requirements and specifications agreed upon and that the same shall be free from any defects. The Performance Bank Guarantee to be submitted latest by the time of installation of equipment at LERC.

6.2 The Tenderer will guarantee that all materials and Equipment's shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of materials, workmanship or smooth and rated operation for a period of 3 years (03 years warranty) after commissioning.

6.3 The guarantee period for the part that may be altered, repaired, or replaced shall be for a period of 3 years (03-year warranty) from the date on which the same is put in service.

6.4 Acceptance by LERC or its inspectors of any equipment and materials or its replacement will not relieve the Tenderer of its responsibility of supplying the equipment / materials strictly according to the specification and according to the guarantees agreed by the Tenderer.

6.5 The Tenderer shall furnish a Performance Bank Guarantee for **10% value of the Purchase order at the time of installation of the equipment**. This Bank Guarantee shall remain in force for the entire period covered by the Performance Guarantee i.e Three (3) years. It will be responsibility of the Tenderer to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by LERC either in full or in part in terms of the Performance Guarantee shall be made good by the Tenderer within one week thereof.

6.6 **PROFORMA FOR BANK GUARANTEE:** The above guarantees for Security Deposit and Performance Bank Guarantee shall be as per the format / proforma supplied by LERC.

7.0 DEDUCTION OF TAX AT SOURCE:

7.1 Tax will be deducted at source as applicable under Govt. of India's Taxation norms as applicable.

8.0 CLARIFICATIONS / NEGOTIATIONS: - Tenderers will have to visit LERC for negotiations and for giving clarifications, if any, as required by LERC in respect of their quotations without any

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

commitment on the part of LERC. All clarification correspondences / negotiations shall form a part of the tender / contract.

9.0 ACCEPTANCE OF TENDER BY LERC:

LERC also reserves its right to allow Price / Purchase preference to Central Public Enterprises as admissible under the existing Govt. Policy. The decision of LERC in this connection will be final.

10.0 ACCEPTANCE OF PURCHASE ORDER BY TENDERERS: -

After communication of LERC's acceptance of the tender, if the Tenderer fails to return the duplicate copy of the Purchase Order and the Agreement duly signed in token of their acceptance within 5 days, then LERC may cancel the order placed, without any further reference to the Tenderer.

11.0 AGENTS / MIDDLEMAN:

There should not be any middleman / agent (Indian or Foreign) involved in the contract and no agency commission charges shall be payable.

12.0 EXECUTION OF AGREEMENT: -

12.1 On acceptance of tender, the successful tenderer will have to execute a purchase agreement with LERC covering all aspects of the Contract in the standard form as per the format enclosed, immediately before commencement of work.

12.2 The intending tenderers should acquaint themselves with the provisions of standard agreement before quoting.

13.0 EXECUTION OF SUPPLY: -

13.1 The Tenderer shall submit before starting the work, on receipt of Purchase Order a detailed execution program adhering to the completion time given in Purchase Order. The program thus submitted shall form part of the Contract and shall be binding on the Tenderer.

13.2 However, LERC reserves the right to alter the programme, if necessary, from time to time. No claim whatsoever of the Tenderer on this account shall be entertained by LERC.

13.3 All facilities for inspection of the Equipment and subsequent inspection of work by our Engineers / Inspection Agencies must be made available by the Tenderer.

13.4 The successful Tenderer shall abide by the rules, regulations, Byelaws, and statutory requirements etc. imposed by the Govt / semi-Govt and other local bodies such as Municipalities etc. for the execution of this tender.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

14.0 PROCUREMENT OF MATERIALS:

It shall be Tenderer's responsibility for procurement of all Equipment etc. No delay due to non-availability of any Equipment's will be entertained by LERC.

15.0 REVISIONS:

LERC reserves the right to revise the specifications at any stage of work. Such deviations shall be adjusted at the rates already contained in Purchase Order or at prevailing market rates if the rates are not available in the Purchase Order.

16.0 CANCELLATION OF ORDER:

If the performance of the successful Tenderer is found to be unsatisfactory, LERC reserves the right to cancel in part or whole, the Contract and purchase the same items through alternate means at the entire risk and cost of the Tenderer on whom the order was first placed. In such cases, the Tenderer should bear all the losses that LERC may incur due to the Tenderer's failure.

17.0 PRICE ADJUSTMENT FOR DELAYS:

If the Tenderer does not complete the work within the prescribed time limit given in the Purchase Order, LERC may give from time to time such extension of time limit without prejudice to LERC's right to recover price adjustment for delays as per the terms and conditions given in the Special conditions of Contract / Agreement.

18.0 OPTION FOR ADDITIONAL QUANTITY:

If LERC is interested in placing an order for an additional quantity fully or partly along with the equipment, accessories and spares, the Tenderer hereby agrees to accept the same at the same rate, terms and conditions of Purchase Order apart from the existing order. For the same, the tenderer shall keep their rates open for a period of 6 months from the date of present purchase order.

19.0 POWER OF ATTORNEY:

When the person signing the tender document / agreement is not the Sole Proprietor or authorised representative of the Company the original Power of Attorney or a notary certified copy thereof authorising such person to act and sign on behalf of the Company should be enclosed with the technical bid.

20.0 DECLARATION:

We confirm that our quotations have been prepared after thorough study of entire tender documents viz Instruction to Tenderers, Particular Conditions of Contract, Terms and Conditions, General Requirement, Specifications, Data Sheets, Technical clarifications and confirmation, Purchase Agreement and agree to all conditions of tender in toto.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

GENERAL CONDITIONS OF CONTRACT

1. Throughout these conditions and in the specification (if any) hereto annexed the terms:

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| a) "The Purchaser" | means LPG EQUIPMENT RESEARCH CENTRE |
| b) "The Indentor" | means any Officer authorised by the Purchaser to order equipment/ Materials. |
| c) "The Inspecting Officer" | means the person, firm, department nominated by the Purchaser to inspect the equipment/materials on his behalf and the deputies of the Inspecting Officer so nominated. |
| d) "The Seller" | means the person, firm, or Company with whom the order for supply, installation and commissioning of equipment is placed and shall be deemed to include the Seller's successors, representatives, heirs, executors and administrators duly approved by the Purchaser. |
| e) "Sub-Contractor" | means any person, firm, or Company from whom the Seller may obtain any material or fittings to be used in the supply of manufacture of the equipment. |
| f) "Drawings" | means the drawings exhibited or provided for the guidance of the Seller. |

2. **PURPOSE OF CONTRACT AND PARTIES TO THE CONTRACT:**

- 2.1 This Contract is for the supply, installation & commissioning of equipment/materials of the description in the quantities set forth in the Purchase Order and/or schedule to the Purchase Order.
- 2.2 Except as hereby otherwise provided a verbal or written arrangement abandoning, varying, or supplementing this contract or any of the terms hereof, shall be deemed provisional and shall not be binding on the Purchaser unless or until the same is endorsed on the contract or incorporated in a formal agreement and signed by the parties hereto and till then the Purchaser shall have the right to repudiate such arrangement.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

3. SECURITY DEPOSIT:

- 3.1 Unless otherwise agreed between the Purchaser and the Seller, Seller shall within **5 days** after placement of Letter of Intent / Order, deposit with LPG EQUIPMENT RESEARCH CENTRE, Bangalore, a Demand Draft, **a sum equal to 10% percent of the total value of Purchase Order / Contract** as Security Deposit for the due fulfilment of the contract.
- 3.2 No claim shall lie against the Purchase in respect of interest on Deposits or depreciation thereof.
- 3.3 The Purchaser shall be entitled to deduct from the said deposit any loss or damage which the Purchaser may be put to by reason of any act or default recoverable by the purchaser from the seller and to call upon the seller to maintain the deposit at its original limit by making further deposits.
- 3.4 In the event of the Seller failing to make and to maintain a security deposit in the manner aforesaid, he shall be liable to forfeit any deposit / money lodged with the tender by him and the Purchaser shall be entitled to cancel the acceptance of the Purchase Order.

4. DELIVERY:

The Seller shall, as may be required by the Purchaser, provide door-step delivery of the equipment at the place detailed in the Purchase Order of Schedule thereto the Number of equipment detailed therein and the same shall be delivered or despatched not later than the dates specified in the Purchase Order / Schedule.

5. TIME FOR DELIVERY, INSTALLATION & COMMISSIONING AND THE ESSENCE OF THE CONTRACT

- 5.1 The time given for installation and commissioning shall commence from the **date of issuance of the Letter of Intent (LOI)**. The time for and the date of delivery, installation and commissioning stipulated in the said Purchase Order / Contract for the delivery, installation and commissioning of the equipment / materials shall be deemed to be the essence of the contract and if the seller fails to deliver, install and commission the same within the stipulated completion period, the purchaser shall be entitled to withhold the payment if necessary until the quantity against the order has been supplied and also to recover the penalty from the seller as stipulated in the Agreement.
- 5.2 Alternatively, at the option of the Purchaser, the purchaser shall be entitled to purchase from elsewhere on the account and at the risk of the Seller, the equipment / materials thereof which the seller has failed to deliver, install and commission as aforesaid or if not available the best and nearest available substitute thereof, or to cancel the contract and the Seller shall be liable for any loss or damage which the Purchaser may sustain by reasons of such failure on the part of the Seller.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

6. EXTENSION OF TIME FOR DELIVERY, INSTALLATION & COMMISSIONING:

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser will allow such additional time as he considers to be justified by the circumstances of the case and shall forego the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid and the decision thereon shall be final, provided that in such circumstances, instead of allowing time the purchaser shall have the option of terminating the contract and in that case no damage shall be claimable by the Seller from the Purchaser.

7. INSPECTION NOTICE:

When inspection during manufacture or before delivery / dispatch is required, notice in writing shall be sent by the Seller to the Purchaser as well as the Inspecting Officer when the equipment / materials are ready for inspection and no equipment / materials shall be delivered or despatched until the equipment/materials offered have been duly inspected and approved by the Purchaser's authorised representative.

8. CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT

The Seller shall pay all charges for handling, stamping, painting, marking, protecting, or preserving patent rights, drawings, pamphlets, models and gauges and for all such measures as the Purchaser may deem necessary for the proper completion of the contract, though special provision therefore may not be made in specification or drawings.

9. EXECUTION OF THE CONTRACT:

The whole contract is to be executed in the approved manner to the entire satisfaction of the purchaser or his deputed representative who has power to reject any of the equipment / material of which he may disapprove and his decision thereon and, on any question, as to the true intent and meaning of the specification or drawings, or of the work necessary for the proper completion of contract shall be final and conclusive.

10. SELLER'S RESPONSIBILITY:

10.1 The Seller is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of Tender and with the Schedule annexed thereto.

10.2 Any approval which the Purchaser or his authorised representative may have given in respect of the equipment/materials or other particulars and the work or the workmanship involved in the contract (whether with or without tests carried out by the Seller or the Purchaser's representative) shall not be binding on the Purchaser and notwithstanding any approval or acceptance by the Purchaser's representative it shall be lawful for the Consignee on behalf of

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

the Purchaser to reject the equipment materials on arrival at destination if it is found that the goods supplied by the Sellers are not in conformity with the terms and conditions of the Contract in all respect.

11. INDEMNITY:

- 11.1 The Seller at all times, shall indemnify the Purchaser against all claims which may be made in respect of the said equipment/material for infringement of any right protected by Patent.
- 11.2 Registration design or Trade Mark being made against the Purchaser, he shall notify the seller of the same, and the seller shall be at liberty, but at his own expenses, to conduct negotiations for settlement or any litigation that may arise therefrom.

12. SUB-LETTING OF CONTRACT:

The Seller shall not sub-let or assign this contract or any part thereof without the written permission of the Purchaser. In the event of the Seller's sub-letting or assigning this contract or any part thereof without such permission, the purchaser shall be entitled to cancel the contract and to purchase the equipment/material elsewhere on the Seller's account and risk and the Seller shall be liable for any loss or damage which the Purchaser may sustain in consequence of or arising out of such purchase.

13. PACKING MATERIALS:

- 13.1 All packing cases, containers packing, and other similar materials shall unless otherwise agreed be supplied by the seller free of charge and will not be returned.
- 13.2 Every bale and package shall be clearly marked with the Tenderer's Name, Consignee's Name and address and gross weight and shall contain a packing note showing its content in detail i.e. Model No., Serial No. and description of the equipment. The Seller shall provide such packing as the Purchaser or Indentor may consider necessary to ensure the safe arrival of the equipment / material at destination.

14. NOTIFICATION OF DELIVERY OR DESPATCH:

- 14.1 Notification of delivery / despatch on the LERC's standard despatch advice in regard to each and every equipment shall be made to LERC immediately upon despatch or delivery.
- 14.2 The Tenderer shall further supply LERC a priced invoice in quadruplicate and packing account of all equipment delivered / dispatched.
- 14.3 All packages, containers, bundles and loose materials forming part of each and every equipment shall be described fully in the packing list and full details of contents of packages and quantity of materials shall be given to LERC for checking the stores on arrival at destination.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

15. REMOVAL OF REJECTED EQUIPMENT AND MATERIAL:

- 15.1 When any equipment delivered at LERC is rejected on account of default on the part of the tenderer, they shall be removed by the tenderer within 14 days from the date of rejection, such rejected equipment / material shall be at the tenderer's risk from the date of such rejection. If not removed within 14 days of rejection, LERC shall have the right to dispose of such equipment as he thinks fit at the tenderer's cost, risk and responsibility.
- 15.2 Equipment that is received at destination and is rejected shall be taken back by the tenderer from the place where they were rejected. If the contract is placed for delivery-Freight on Road (F.O.R.) station of despatch, the tenderer shall pay the carriage charges on the rejected consignments at Public Tariff Rail / Road rates as the case may be from the station of despatch to the station where they were rejected.
- 15.3 If the Seller selects to take the goods at the station from which they were dispatched, the goods shall, in addition, be booked to him freight to pay at owner's risk. The property in goods shall not be passed from the tenderer unless and until accepted by LERC after inspection.

16. PAYMENT TERMS:

Please refer to the Special Terms and Conditions of Contract

17. CLAIMS:

LERC shall be entitled to retain the amount of any claim of the purchase against the tenderer whether liquidated or un-liquidated arising out of the contract under reference, or otherwise however, and set off the same pro tanto against amount payable to the tenderer under reference or otherwise however without prejudice and in addition to the other rights of LERC to recover the amount of any claim as aforesaid.

18. ILLEGAL GRATIFICATION:

- 18.1 Any bribe, commission, gift or advantage given promised or offered by the tenderer or by anybody on his behalf, to LERC or any person on its behalf, in relation to obtain or execution of this particular or any other contract(s) with LERC for showing favour or disfavour to any person in relation to this particular or any other contract(s) as aforesaid shall subject the tenderer to the cancellation of the particular and / or any other or all contracts entered into with them by LERC and also the payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement.
- 18.2 Any dispute or difference of opinion arising in respect of either the interpretation effect or application of this particular condition of the contract or of the amount recoverable

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

hereunder from the tenderer shall be decided by the **CEO of LPG EQUIPMENT RESEARCH CENTRE** and his decision shall be final and conclusive.

19. APPLICABLE LAW & JURISDICTION OF COURT

The Tender / Works Contract with the selected bidder shall be governed by and construed in accordance with the Laws of India. The parties hereby agree that the **court in the City of Bangalore** alone shall have jurisdiction to entertain any application or any award(s) made by the Sole Arbitrator or other proceedings in respect of anything rising under this Tender / Works Contract.

20. MARGINAL HEADINGS:

The marginal headings of conditions hereto shall not affect the construction thereof.

21. ARBITRATION:

The reference to Arbitration and Alternate Dispute Resolution Machinery provision, if contained anywhere in this tender document, contract or in any other terms or condition, which may be general or special in nature, shall stand deleted to the extent, the said contents are applicable to the Arbitration provisions.

22. POWERS:

All powers reserved under the above condition shall be exercised by the CEO, LPG EQUIPMENT RESEARCH CENTRE, Bangalore.

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

SPECIAL CONDITIONS OF CONTRACT

1. DEFINITIONS:

1.1 The following expressions used in the order shall have meaning indicated against each of these:

The "Owner" means LPG Equipment Research Centre incorporated in India having their Office at Opp ITI Main Gate, Dooravaninagar, Bangalore - 560016 shall include their successors and assignees.

'Goods/materials' Goods and materials shall mean any of the articles, materials, machinery, Equipments supplies data and their drawings, property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the Order. All electrical Equipments shall be flame proof and shall be intrinsically safe and conform to IS Specifications/equivalent standards/international Standards.

"Tenderer" Tenderer shall mean the Person, Firm or Corporation to whom the Purchase Order will be issued.

"Inspectors" Inspectors deputed by LERC

"Project" Supply, installation & commissioning of Lab Equipment at LERC, Bangalore.

2. GENERAL:

2.1 These Special Conditions of Contract shall be read in conjunction with Guidelines for Tenderers, Particular conditions of the contract, General conditions of contract, Job specifications, Data Sheets, Drawings and other documents forming part of this Contract wherever the context so requires.

2.2 Whether called for specially or not, all accessories required for normal operation of subject Equipments are deemed to be considered as a part of Tenderer's scope of supply.

3. REFERENCE FOR DOCUMENTATION:

"Purchase Order number" must appear on correspondence, drawings, invoices, shipping notes, packing and on any documents or papers connected with the order.

Seal

Tenderers Signature

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|---|--|---|
|  | LPG EQUIPMENT RESEARCH CENTRE | |
| | DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

4. SCOPE OF CONTRACT:

The scope of work shall include:

- a) Supply, Installation and Commissioning of Lab Equipment at LERC, Bangalore. It shall also include loading, transporting, transit insurance, unloading, positioning, etc. including payment of all statutory duties and levies apart from supply, necessary packing, forwarding and dispatching from Ex-Works to LERC.
- b) Onsite Training to the LERC Personnel on the Usage of the equipment.
- c) Test Run shall be done prior to supply of equipment at LERC and also at the time of installation before handing over the equipment to LERC.
- d) The Guarantee and warranty of the entire equipment shall rest with the tenderer. After sales & service, support shall also be the responsibility of the tenderer. The equipment shall be maintained by the Tenderer at LERC at no additional cost other than what has been quoted for the period of 1 Year from the date of Installation.

5. CONFIRMATION & ACCEPTANCE OF ORDER:

- 5.1 The Tenderer shall **acknowledge the receipt of Purchase order within 5 days following the mailing of order and shall there by confirm his acceptance of Purchase Order in its entirety without exceptions by returning duplicate copy of both Purchase Order and Purchase agreement duly signed and stamped in token of their acceptance.** This acknowledgement will be on entire Purchase Order including all Terms and Conditions of Contract.
- 5.2 Tenderer shall also submit along with Purchase Order acceptance, DD towards Security Deposit as per Clause Number 5 of Particular Conditions of Contract. If the Order is not accepted within 14 days, LERC may cancel the order placed.

6. SALES CONDITIONS

With Tenderer's acceptance of provisions of the Purchase Order, the Tenderer waives and considers as cancelled any of his general sales conditions.

7. COMPLETE AGREEMENT:

The terms and conditions of Purchase Order constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorised representative of LERC as well as the Tenderer.

Seal

Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

8. SPECIFICATIONS:

All the Equipment offered should be equivalent to or better than our specification attached hereto.

9. PRICE:

Unless otherwise agreed to in the terms of the tender, the price shall be firm and not subject to escalation for any reason whatsoever even though it might be necessary for the order execution to take longer than the delivery period specified in the order.

10. PRICE BASIS:

- 10.1 The quoted prices should be all inclusive including Excise Duty, Sales Tax and any other duties / levies including Octroi. The quoted price shall include packing and forwarding charges also. It may please be noted that **LPG Equipment Research Centre, Bangalore, is** registered with Department of Scientific & Industrial Research (DSIR) for purposes of availing central excise duty exemption in terms of Govt. Notification Number 16/2007-Cental Excise dated 01.03.2007
- 10.2 The loading charges, transportation, transit insurance and Octroi charges if any shall be included in the quoted price in the **Price-Bid**.

General

- 10.3 All the prices shall be firm and not subject to any variation whatsoever till complete execution of the order. Prices shall be inclusive of installation & commissioning of the equipment and also providing the training to LERC personnel on equipment usage.
- 10.4 The quoted rates must be inclusive of supply of all design drawings, documentation, certificates, software, materials, labour, equipment, lifts, etc required in connection with the completion of supply to the entire satisfaction of LERC, as stipulated in the specifications and terms and conditions of this Tender. All the materials are to be supplied by the Tenderer unless otherwise stated. The rates should be valid throughout the period of contract.

11 COMPLETION SCHEDULE:

The Tenderer shall, as may be required by LERC, provide door-step delivery at the place detailed in the Purchase Order of Schedule thereto the quantities of equipment / materials detailed therein and the same shall be delivered or despatched not later than the dates specified in the Purchase Order / Schedule. **The completion schedule of the contract i.e installation and commissioning of the equipment shall be 8 weeks from the date of issuance of Letter of Intent / Purchase Order, whichever is earlier.**

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

The time for completion of contract as stipulated shall be deemed to be the essence of the contract and if there is failure on the part of the Tenderer, LERC shall be entitled to withhold all payment due to the Tenderer if necessary, until the quantity against the order has been supplied and also to recover from the Tenderer, such liquidated damages as stipulated in the contract.

12. PRICE ADJUSTMENT FOR DELAYS IN DELIVERY:

- 12.1 The time and date of delivery of the equipment as stipulated in the Purchase Order shall be deemed to be the essence of the agreement. For any delay in delivery of materials or part thereof beyond the delivery date stipulated in the Purchase Order, the Tenderer shall be liable to pay by way of price adjustment for delays in delivery and not as a penalty an amount equal **to ½ % per week or part thereof** of embarkation value of the non-delivered components subject to a **maximum of 10% of the total value of contract**.
- 12.2 LERC reserves the right of cancelling the Purchase Order for any delay exceeding the period of maximum compensation and the Tenderer shall be liable to all consequences thereof. If the delay in delivery is due to Force Majeure LERC shall be free to act in terms under Article 13 of this text. Acceptance of equipment beyond the scheduled delivery period will not be construed as condonation of delay.

13. FORCE MAJEURE CONDITIONS:

Delivery of the equipment are subject to Force Majeure conditions as under:

If at any time during the continuance of this contract the performance in whole or part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, pandemic, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God (herein after referred as "events"), provided notice of the happening of any such events is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such events have come to an end or ceased to exist, and decision of the LPG equipment Research Centre as to whether the deliveries have been so resumed or not, shall be final and conclusive provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

14. GUARANTEE:

- 14.1 All the equipment including components and sub contracted items should be guaranteed by the Tenderer within the warranty period and the extended period as mentioned below. In the event of any defect in the equipment or workmanship manifesting themselves, the

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Tenderers Signature

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|---|--|--|
|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

Tenderer will replace / repair the equipment at LERC at Tender's cost and risk on due notice, failing which the rejected equipment will be sent to the Tenderer on Freight To Pay basis for free replacement.

14.2 Equipment after rectification of defects will be despatched by the Tenderer on `Freight Paid' basis. All taxes / duties shall be paid by Tenderer for all free replacements and LERC shall not pay or reimburse any such cost. Alternatively, LERC reserves the right to have the equipment repaired / replaced at the locations concerned at the Tenderer's risk, cost and responsibility.

15. WARRANTY:

15.1 The supplied equipment shall have a warrantee of **3 years from the date of commissioning** during which time the Tenderer is bound by the Guarantee given above.

16.0 PAYMENT TERMS:

16.1 The Tenderer shall within 21 days of placement of LOI / Order, whichever is earlier, deposit with LERC a sum equal to 10% of the value of the purchase order as Security Deposit. The security deposit shall be valid up to a period of 3 years from delivery date and shall be refunded on the submission of the Performance Bank Guarantee.

16.2 The Tenderer shall furnish Performance Bank Guarantee for 10% of the value of the Purchase Order at the time of installation of the equipment. This Bank Guarantee shall remain in force for the entire period covered by the Performance Guarantee i.e 03 years (03-years Warranty). It will be the responsibility of the Tenderer to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by LERC either in full or in part in terms of the Performance Guarantee shall be made good by the Tenderer within one week thereof.

16.3 **100% payment will be done after installation, commissioning and satisfactory performance of the Lab Equipment at LERC, Bangalore.**

16.4 All Excise Duty, Sales Tax or any other statutory levies if applicable shall be paid by the Tenderer and the price quoted shall be inclusive of the same. Refer Clause Number No. 10.1 above in respect of applicability of Excise Duty.

16.5 Tenderer should also consider loading of all equipment on to truck at their works, transportation charges and also unloading of the same at site while quoting their price in the price schedule of the tender document. No separate payment shall be paid towards loading, transportation, unloading, stacking, handling etc. of the equipment.

16.6 Transportation, transit insurance, Octroi charges, if applicable, for the Indian Equipment shall be paid by the Tenderer and the price quoted shall be inclusive of the same.

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Tenderers Signature

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|---|--|--|
|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

17. MODIFICATIONS:

- 17.1 LERC shall have the right to make technical changes or modifications in the technical documents / specifications comprised in Purchase Order. Tenderer shall comply with such a written request or make alternative suggestion. Any such changes or modifications shall be at the cost, if any, of LERC. As soon as possible after receipt of the written request for changes, Tenderer shall furnish in writing to LERC, an estimate of cost for the changes and modifications effect on completion date.
- 17.2 On receipt of LERC's written authorisation, Tenderer shall promptly proceed with the changes / modifications.

18.0 RISK PURCHASE:

LERC reserves the right to curtail or cancel the Purchase Order either in full or part thereof if the Tenderer fails to comply with the delivery schedule, and other terms and conditions of the Purchase Order. LERC also reserves the right to procure the same or similar equipment through other sources at the entire risk, cost and consequences of the Tenderer. This Clause Number is without prejudice to our Liquidated Damages Clause Number given above.

19.0 QUANTITY:

LERC reserves the right to increase / decrease the quantities indicated in the tender. LERC also reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. LERC is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part.

20.0 NON-WAIVER:

Failure of LERC to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Tenderer in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Tenderer and shall not be deemed a waiver of any right of LERC to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by LERC's act as waiver of the terms thereof.

21.0 NON-ASSIGNMENT:

The Purchase Order shall not be assigned to any other agency by the Tenderer without obtaining prior written consent of LERC.

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Tenderers Signature

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|---|--|--|
|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

22.0 AGREEMENT:

The Tenderer shall conclude a stamped Agreement with LERC. Copy of Agreement is enclosed.

23.0 CANCELLATION:

23.1 On placement of order LERC reserves the right to cancel the Tender or any part thereof and shall be entitled to rescind the contract wholly or in part by a written notice to the Tenderer if.

- The Tenderer fails to comply with the terms of the Purchase Order.
- The Tenderer fails to deliver the equipment on time and / or replace the rejected equipment promptly.
- The Tenderer becomes bankrupt or goes into liquidation.
- The Tenderer makes a general assignment for the benefit of creditors; and
- A receiver is appointed for any of the property owned by the Tenderer.

23.2 Upon receipt of the said cancellation notice, the Tenderer shall discontinue all work on the Purchase order and matters connected with it.

23.3 LERC in that event will be entitled to procure the requirement in the open market and recover excess payment over the Tenderer's agreed price, if any, from the Tenderer reserving to itself the right to forfeit the Security Deposit, if any, placed by the Tenderer against the contract.

24.0 RECOVERY OF SUMS DUE:

Whenever any claim against the Tenderer for payment of a sum of money arises out of or under the contract, LERC shall be entitled to recover such sums from any time thereafter may become due from the Tenderer under this or any other contract with LERC and should this sum be not sufficient to cover the recoverable amount, the Tenderer shall pay to LERC on demand the balance remaining due.

25.0 NEW AND UNUSED MATERIAL:


All the materials supplied by the Tenderer shall be brand new, unused and of recent manufacture.

26.0 REJECTION REMOVAL OF REJECTED GOODS AND REPLACEMENT:

26.1 In case the testing and inspection at any stage by inspectors / LERC reveal that the equipment, materials and workmanship do not comply with specification and requirements mentioned in Purchase Order, the same shall be removed and replaced immediately by the Tenderer at his own expense and risk on receiving the intimation from inspector / LERC. In the event the Tenderer fails to remove the rejected goods within the period allowed by LERC, LERC shall be at liberty to dispose off such rejected goods in such manner as they may think appropriate.

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Tenderers Signature

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|  | LPG EQUIPMENT RESEARCH CENTRE DOORAVANINAGAR, BANGALORE – 560016, KARNAKATA | |
| | Name of Work | Supply, Installation and Commissioning of a Differential Scanning Calorimeter (DSC) at LERC, Bangalore |
| | Tender No. | LERC/PT-169/24-25 |

26.2 All expenses including freight, customs duty and clearing charges that may be incurred by LERC for such disposal and / or replacement shall be to the account of the Tenderer and the Tenderer shall pay the same to LERC immediately on demand by the Corporation. The time taken for such removal and / or for replacement will not be treated as additional time granted for delivery of the goods.

27.0 CORRESPONDENCE:

All correspondence in the execution of this order shall be addressed to:

Senior Manager
LPG Equipment Research Centre
OPP ITI Main Gate, Dooravaninagar
Bangalore – 560016, India
Tel. No.- 080-25613145; 25612257 Extn:206.

Public Tender Number

LERC/PT-169/24-25

For

**SUPPLY, INSTALLATION
& COMMISSIONING
OF DIFFERENTIAL
SCANNING
CALORIMETER AT
LERC**

**TECHNICAL
SPECIFICATIONS**

LERC

LPG Equipment Research Centre
(A joint undertaking of IOCL, BPCL & HPCL)
Dooravaninagar
Bangalore-560016, India

DSC Technical Specifications

| | | |
|------------------------------|--|--|
| Type | Heat flux | |
| Temperature range: | Standard Type | Ambient to 600°C as standard and with Liquid Nitrogen for setting desired temperature upto -140°C. |
| Detector | 1) Type K (chromel–alumel) for sample section temperature 2) Type K (chromel–alumel) for furnace section temperature 3) Type E (chromel–constantan) for heat flow (differential measurement) | |
| Number of detector | One | |
| Furnace Material | Silver-plated Copper | |
| Heating Rate | $\pm 0.1^{\circ}\text{C} \sim \pm 99.99^{\circ}\text{C}/\text{min}$ Can set $0.1^{\circ}\text{C}/\text{min}$ or $0.1^{\circ}\text{C}/\text{hour}$ change Maximum heating rate up to 400°C : $20^{\circ}\text{C}/\text{min}$ Maximum heating rate up to 500°C : $10^{\circ}\text{C}/\text{min}$ | |
| Hold Period | 1 min to 999 hours Setting at 1 min or 1 hour increment. When temperature is more than 1000°C , hold time should be less than 5min. | |
| Temperature control hardware | Triac firing angle control | |
| Temperature control software | PID method (0 to 10000 variable independent parameters) | |
| Measuring Range | + 150 mW | |
| Noise Level | 0.5 μW (RMS, when held at 150°C without sample pan) | |
| Cooling Time | 1) In-built fan: ~ ca.20 minutes (600 to 50°C) Cooling rate of $-10^{\circ}\text{C}/\text{min}$ can be controlled from 600 to 100°C 2) Liquid N_2 : ~ 4 minutes from 100 to 0°C ~ 6 minutes from 600 to 40°C | |
| Time Constant | 5sec | |
| Temperature Accuracy | $\pm 0.1^{\circ}\text{C}$ (Tin melting point after calibrating by Indium) | |
| Temperature Precision | + 0.03°C (Indium melting point) | |
| Temperature Resolution | 0.01°C (Analyzed result) | |
| Calorimetric Accuracy | + 1% (Indium melting heat) | |
| Calorimetric Precision | + 0.4% (Indium melting heat) | |
| Calorimetric Resolution | 0.01J/g, 0.000001J (Analyzed result) | |
| Safety | Check if sample pan is suitable for analysis temperature range | |
| Gas Inlet | One each for: 1) purging - inert gases supplied at 30 to 50 ml/min. Auto-switching of gases with FC 2) cleaning - air at 200 to 300 ml/min can be supplied to bake and clean the furnace and detector. On/off control with solenoid valve. 3) drying - N_2 gas at 200 to 500 ml/min can be supplied in order to prevent dew/ frost formation when liquid N_2 is used. | |
| Atmosphere | Air or inert gas Static or flow (30 to 50 ml/min) | |
| Environment Pressure | Atmospheric pressure | |
| CE Marking | Should be Available | |

| Flow controller | |
|--------------------------|--|
| Primary Source | 6 kg/cm ² maximum |
| Inlet | 3 inlets, 2 for purge gas, one for dry gas |
| Outlet | 2 port outlets, one each for purge gas and dry gas Purge: 0 to 500 ml/min (calibrated for N ₂) Dry: 0-500 ml/min (calibrated for N ₂) |
| Measurement Of Flow Rate | By pressure gauge (calibrated for N ₂) |
| Adjustment Of Flow Rate | By pressure regulator |
| Operation Control | Manual or remote control via software |
| Gas On/Off | By solenoid valve Solenoid valve: brass for body, nitril rubber for seal |
| Pipes Material | Connecting pipe for purge outlet: SUS 304 Resistance pipe for dry outlet: polyamide coated quartz capillary tube |
| Software | |
| Channel Controller | Simultaneously control 4 instruments at the same time |
| Application | 32 bit |
| A/D Converter Resolution | 24 bit |
| Digital Resolution | NA |
| Communication Interface | 1 serial port with RS-232 protocol |
| OS | Windows™ 7 Professional or Higher |
| Calibration | Heat and temperature calibration by analyzing compounds with known transition temperature (e.g. melting) and heat. Some examples of morecommon compounds are Indium, zinc, lead, etc. Up to 10 compounds can be used for calibration (10point calibration). The calibration factors are automatically calculated and stored in memory. |
| Parameter Setting | <ul style="list-style-type: none"> ◆ 99 heating stages ◆ Auto-control of FC, includes switching of gases ◆ Sampling time: one data per 0.1 to 999 sec ◆ Hold temperature – to reduce the lag temperature between furnaceand sample temperature ◆ Sample set temperature – if sample is inserted when furnace is cold, frost can form on furnace. To prevents this, sample set temperature can be set at ambient ensures. The furnace is heated rapidly to theset temperature before the sample pan is inserted. |
| Types Of Manipulation | <ul style="list-style-type: none"> ◆ Smoothing ◆ Baseline correction ◆ Heat correction ◆ Temperature correction ◆ Savitzky-Golay (first & second derivative) ◆ Integral (area = heat) |
| Types Of Analysis | <ul style="list-style-type: none"> ◆ Temperature, time, DSC signal ◆ Melting point (tangent) ◆ Peak height, temperature and heat, onset and endset temperature ◆ Glass transition ◆ Signal difference |

| | |
|--------------------|--|
| Functions | <ul style="list-style-type: none"> ◆ Template files for analysis parameters and report ◆ Auto-naming of files ◆ Can simultaneously analyzed 25 data at the same time ◆ Auto-save analysis files in case of power failure ◆ Snap file – both analysis and post analysis can be carried out at the same time ◆ ASCII conversion ◆ OLE function where thermograms can be inserted into any Windows™ compatible software ◆ Records data manipulation ◆ Built-in email function ◆ Cleaning furnace function |
| Warranty | <ul style="list-style-type: none"> ◆ 3 Years from date of Installation. |
| Required to Supply | <ul style="list-style-type: none"> ◆ Pans - Aluminum Crimp Cells with Lids (50Pcs/Pkt) – 2 No's ◆ Al hermetic pans – 1 No. ◆ In (Indium) Standard – 1 No. ◆ Sn (Tin) Standard |
| Local Supply | <ul style="list-style-type: none"> • Compatible Branded PC, Printer – 1 No • Gas Purification Panel for Nitrogen and Air with regulators, with lining and fitting - 1 Set. • Gases Nitrogen & Air – 1 no each. |
| Installation: | <ul style="list-style-type: none"> • Installation, Demonstration, Training should be provided by the Vendor. |

Public Tender Number

LERC/PT-169/24-25

For

**SUPPLY, INSTALLATION
& COMMISSIONING OF
DIFFERENTIAL
SCANNING
CALORIMETER AT
LERC**

**FORMATS &
PROFORMA**

LERC

LPG Equipment Research Centre
(A joint undertaking of IOCL, BPCL & HPCL)
Dooravaninagar
Bangalore-560016, India

FORMAT OF PURCHASE AGREEMENT

(TO BE EXECUTED ON A RS. 100/- STAMP PAPER)

Articles of Agreement made at BANGALORE this _____ day of _____ Two Thousand and Twenty Four between the LPG EQUIPMENT RESAERCH CENTRE, incorporated under the Karnataka Societies Registration Act of 1960, being a society and having its Registered Office at Opp ITI Main Gate, Dooravaninagar, Bangalore - 560016, hereinafter referred to as `LERC' on the one part and M/s _____ Sole/Trader/ Partnership Firm / Private / Public Limited Company registered under the Indian Partnership Act of 1932/Companies Act 1956 and having its Office at _____ hereinafter called `The Seller' which expression shall be deemed to include the Seller's successors (approved by LERC), representative, heirs, executors and administrators on the other part, whereas LERC is desirous of obtaining certain Equipment / Materials specified in the attached schedule and / or Purchase Order and whereas the Sellers have agreed with LERC for the supply of the said stores specified in the said schedule upon certain terms and conditions hereinafter provided and whereas the parties are desirous of reducing to writing the terms and conditions of the contract on which the Sellers have agreed with the Corporation for the supply of the said Equipment / Materials, **NOW IT IS HEREBY AGREED** by and between the parties hereto as under :

1. EQUIPMENT/MATERIALS TO BE SUPPLIED:

The Sellers shall duly supply the said Equipment/Materials as per description, quantity and rates specified in the schedule and/or Purchase Orders placed by LERC from time to time and in all respects with the specifications and instruction in writing referred to in the schedule and or said Purchase Order.

2. PAYMENT:

LERC shall pay to the Sellers in respect of the said equipment / materials mentioned in the scheduled / Purchase Order on the basis of the rates specified in the said schedule / Purchase Orders.

3. SECURITY DEPOSIT:

The Sellers shall on or before the execution of the Agreement deposit with LERC a Sum of Rs. _____ in Demand Draft / Bank Guarantee. LERC shall hold this amount as Security Deposit for Guarantee for the timely and proper performance of the said contract by the sellers.

All sums of compensation or other sums of money payable by the Sellers to LERC under the terms of this Agreement may be deducted from or paid by the Sale of a sufficient part of the Security Deposit or from the interest arising therefrom or from any sums which may be due or may become due by LERC to the Sellers on any account whatsoever, and in the event of their Security Deposit being reduced by any reason or such deduction or sale as aforesaid, the Sellers shall within 21 days thereafter make good in Cash or only Demand Draft any sum or sums which may have been deducted from/or raised by Sale of the Security Deposit or any part thereof.

Seal

Tenderer Signature

The Security Deposit lodged by the Sellers shall be valid for a period of 03 years from the date of delivery and shall be refunded on receipt of Performance Bank Guarantee.

4. MANNER & PERIOD IN WHICH THE EQUIPMENT/MATERIALS ARE TO BE SUPPLIED:

The Sellers agree and undertake to supply the Equipment / Materials set forth in the Schedules / Purchase Order No. _____ dt. _____ and subsequent amendments if any, issued thereto from time to time.

The Said Equipment / materials being goods of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of LERC and in accordance with the said specification, designs, drawings and instructions or before the aforesaid due date, time being the essence of the contract on the part of the Sellers.

5. PRICE ADJUSTMENT FOR DELAYS:

The Sellers hereby agree to pay to LERC by way of price adjustment for delay and not as penalty, an amount equal to $\frac{1}{2}$ % (**one half percent**) of the contracted price of the materials so delayed for each week or part thereof of such delay in delivery subject to a maximum of **10%** of such price.

6. INSPECTION OF SUPPLIES:

6.1 LERC through its authorised representative reserves the right to inspect periodically during the manufacture or before delivery all equipment and materials and workmanship for the acceptance of quality and efficiency. The said representative will be the sole judge thereof if at the time, during the progress of any particular portion of manufacture or before delivery of materials is unsatisfactory, LERC shall be entitled to take action after giving the Sellers 15 days / one month / three months' notice in writing as considered appropriate and the Sellers will have no claims for compensation for any loss sustained by them owing to such action.

6.2 All equipment and materials under or in course of execution or executed in pursuance of this contract, shall at all times be open to the inspection and supervision of LERC and their authorised representative and Agents. The Sellers shall at all time, during the usual working hours and at all other times after having received reasonable notice, allow LERC and their authorised representatives and agents to visit the contractor's premises and carry out the necessary orders and instructions.

7. PAYMENT:

Invoices shall be submitted by the Seller immediately on completion & commissioning of the order for effecting payment in accordance with the terms of the Purchase order against proper official stamped receipt from the Seller or his duly authorised representative.

8. AGREEMENT:

8.1 This Agreement is subject to the General Conditions of Contract in so far as the same is not inconsistent with or repugnant to the above Clause Numbers. A copy of the General Conditions would be deemed to have been studied and agreed to by the Contractors before their signing this agreement.

8.2 This agreement is subject to the special conditions stipulated in our schedule and or Purchase Order No. _____ dt. _____ and subsequent amendments, if any, issued from time to time.

SIGNATURE OF (SELLER)

SIGNATURE OF (LERC)

WITNESS

WITNESS

DATE:

SEAL:

PROFORMA OF PERFORMANCE BANK GUARANTEE

(On Rs.100/- Stamp Paper)

Order No and Date: _____
Bank Guarantee No.: _____
Dated: _____
Amount (In Rs.): _____
Valid upto : _____

LPG Equipment Research Centre.,

Dear Sir,

- WHEREAS** LPG EQUIPMENT RESEARCH CENTRE having its registered office at Opp ITI Main Gate, Dooravaninagar, Bangalore -560016 (hereinafter called the '**LERC**' which expression shall include its successors, assigns) has placed a Purchase Order No. _____ dtd. _____ on M/s _____ having its Registered Office at _____ (hereinafter called '**the Supplier**' which expression shall in so far as the context admits include their successors and assigns) for the purchase of _____ on terms and conditions mentioned in the said Purchase Order.
- AND WHEREAS** in terms of Clause Number No. _____ of the said Purchase Order the Suppliers are required to submit a Bank Guarantee for **10% of Order value** amounting to Rs. _____ towards the performance of the units during the warranty period spelt out in the said order:
- AND WHEREAS** we _____, the Bank (hereinafter called the '**Bank**' which expression shall include its successors assigns) on the request made by the suppliers have agreed to give the required Bank Guarantee aforesaid.

Seal

Tenderer Signature

NOW THIS INDENTURE WITNESSETH that it is agreed by and between the parties hereto as follows:

- a) We, the Bank so as to bind ourselves and our successors and assigns do hereby irrevocably undertake and guarantee performance of the units that may be supplied by the suppliers under the above said Purchase Order and do hereby irrevocably undertake to pay to you on demand in writing without demur and without reference to the Suppliers all and any sums of money at any time or from time to time demanded by you upto an aggregate limit of Rs. _____ which being the **10%** value of the above said Purchase Order if all or any of the Units that may be supplied by the Suppliers fails in their warranty period mentioned in the Contract.
- b) We, further, agree that the guarantee herein contained shall remain in full force and effect upto and until the date of completion of the warranty period and extended period mentioned in the Contract which is 03 years from the date of commissioning, provided always that notwithstanding anything hereinto fore contained the liability of the Bank hereunder shall remain valid till _____, after which date it will automatically lapse unless a demand is made by the LERC before that date.
- a) Although as between the Bank and Suppliers the Bank is the guarantor only, the Bank agrees and confirms that as between itself and the LERC, the Bank shall be primarily liable for the payment of the amount(s) that may be claimed by the LERC by virtue of this guarantee and that the Bank shall be treated as the principal debtor.
- b) We further agree that the LERC shall have the fullest liberty without affecting in any manner our obligations hereunder and without reference to us to vary any of the terms and conditions of the said Contract and/or to extend time of performance by the Suppliers from time to time or to postpone for any time or from time to time any of the obligations of the Suppliers or powers exercisable by the LERC against the Supplier and / or forbear to force any of the terms and conditions of or relating to the said Contract and that we shall not be released from our liability under this Guarantee / Undertaking by reasons of any such variation or extension being granted to the said Supplier or for any forbearance and / or omission on the part of the LERC or any indulgence by the LERC to the Supplier.
- c) The Bank will not be entitled to any of the rights conferred on Sureties by Sections 133, 134, 135, 139 and 141 of the Indian Contract Act, 1872.

Seal

Tenderer Signature

- d) The Bank will not require any proof or judgement, document, decree or any direction from any Court / Arbitrator or otherwise to substantiate the claims of the LERC against the Suppliers. The right of the Corporation under this Guarantee will not be affected by reason of any pending proceeding before any Court or Arbitrator.
- e) Not withstanding anything contained herein before our liability under this Guarantee is restricted to Rs. _____.
- f) We further agree that this Guarantee shall not be affected by any change in the Constitution of the Bank or the Suppliers.

Signed this _____ day of _____

Yours faithfully,

For _____ Bank

Signature _____

Specimen Signature No. _____

Name & Designation _____

Name of the Branch _____

DATE:

SEAL:

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(On Rs.100/- Stamp Paper)

Purchase Contract no: _____

Bank Guarantee No. : _____

Date : _____

Amount : _____

Valid upto : _____

1. In consideration In consideration of the **LPG Equipment Research Centre**, having its Office at Opp ITI Main Gate, Doorvaninagar, Bangalore – 560016 (hereafter called “**LERC**”) having agreed to exempt M/s. _____ having office at _____ (hereinafter called “**the said Sellers**”) from the demand under the terms and conditions of a Purchase Contract No _____ dated _____ made between LERC and _____ ((hereinafter called “**the said Agreement**”), of Security Deposit for the due fulfilment by “the said Seller” of the terms and conditions contained in the said Purchase Order, on production of a bank Guarantee of Rs. _____ (Rs. _____ only).

We, _____ hereinafter referred to as “The Bank” (at the request of M/s _____) against any loss or damage caused to or suffered or would be caused to or suffered by LERC by Reason of any breach by the said Tenderers of any of the terms of conditions contained in the said Purchase Contract Agreement.

2. We, _____ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from LERC stating that the amount claimed is due by way of loss or damage caused to or suffered by LERC by reason of breach by the said Tenderers of any of the terms or conditions contained in the said Purchase contract or by reason of the seller’s failure to perform the said purchase Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____)

Seal

Tenderer Signature

3. We, _____ (indicate name of the Bank) undertake to pay to LERC any money so demanded notwithstanding any disputes raised by the Seller in any suit or proceeding pending before any court of Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Sellers shall have no claim against us for making such payment.
4. We, _____ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Contract and that it shall continue to be enforceable till all the dues of LERC under or by virtue of the said Purchase Contract have been fully paid and its claims satisfied or discharged or till LERC certifies that the terms and conditions of the said Purchase Contract have been fully and properly carried out by the said Seller and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, _____ (indicate name of the Bank) further agree with LERC that LERC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Contract or to extend time of performance by the said Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by LERC against the said Seller and to forebear or enforce any of the terms and conditions relating to the said Purchase Contract and shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Seller or for any forbearance act or omission on the part of LERC or any indulgence by LERC to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Seller.
7. We, _____ (indicate name of the Bank) lastly undertake not

Seal

Tenderer Signature

to revoke this guarantee its currency except with previous consent of LERC in writing.

Dated the _____ day of 2022

For _____
(Name of the Bank)

DATE:

SEAL:

PLACE:

Seal

Tenderer Signature

PRICE BID INSTRUCTIONS

1. The tenderer shall quote the rates of all items in the price bid schedule.
2. All rates given in the tender shall be expressed both in FIGURES and WORDS.
3. Where there is a difference between, the rates in words and figures, the rate, which corresponds to the amount worked out by the tenderers shall be taken as correct.
4. The rates quoted by the tenderers in figures and words tallies but the amount is incorrect, the rates quoted by the tenderers shall be taken as correct and not the amount.
5. When it is not possible to ascertain the correct rate, in the manner prescribed above the rate as quoted in words shall be adopted.
6. If the rates are not quoted in words, the offer shall be summarily rejected. If there is any discrepancy between the rates given in figures and in words, the rates given in words will be considered as correct.
7. Tenders which do not contain these rates shall be treated as incomplete and rejected.
8. The rates quoted by the bidder shall be valid up to 180 days from the due date of tender opening
9. Once the rates are agreed and the purchase order is placed, the rates will be firm up to completion of the work as specified in the schedule of rates. No escalation, of whatsoever nature, shall be entertained by LERC till completion of work and during the period of contract, for which the tender was submitted, except to the extent of increase in the statutory levies
10. All entries in the tender document shall be typed / ink. All corrections shall be duly attested by full signature of the tenderer. Corrections wherever necessary should be made by scoring out the wrong words / figures by drawing a line across them and attesting with full signature.
11. Use of white / erasing fluid for correcting the rate is banned. Wherever the rates are corrected with white / erasing fluid, the bids may be summarily rejected.
12. Every page of the price bid shall be signed by the tenderer at the specified place.
13. The Price Bid shall not contain any terms & conditions

| S. No (1) | Description of item (2) | Rate / Unit (Rs) (3) | Qty (4) | Sub Total (5) = (3)*(4) | Total Taxes as applicable (% to be mentioned) (6) | Total Amount (inclusive of taxes) (Rs) (7) = (6) + (5) | Total Amount (inclusive of taxes) (Rs) (in words) |
|--------------|--|-------------------------|------------|----------------------------|--|---|---|
| 1 | Supply, Installation and Commissioning of Differential Scanning Calorimeter. | | | | @ _____ | | |
| 2 | Supply of Compatible PC, Printer, -Gas Purification System for Nitrogen and Air with regulators, with lining and fitting | | | | @ _____ | | |
| 3 | GRAND TOTAL: | | | | | | |

Amount in words: Rs. _____

Amount to be filled by the Tenderer in figures and words.