

# **TWO-PART TENDER SECTION – A**

## **Invitation to Tender and Tendering Conditions**

### **1.0 INVITATION TO TENDER**

1.1 Institute for Plasma Research (IPR) invites online tenders for supply of Liquid Nitrogen as per the specifications detailed in Section "B" of this tender document. If you are in a position to quote for supply in accordance with the technical specifications indicated in Section "B" to this tender document and as per the conditions stipulated in this Section "A", please upload your offer in a manner and method specified below

### **2.0 MANNER AND METHOD FOR SUBMISSION OF TENDERS**

2.1 All tenderers in response to this invitation shall be submitted through online mode only. Tender submitted by **fax/cable/telegram or any mode other than online will NOT be considered at all** and all such tenders will be rejected without any notice to the tenderer.

2.1.1 **Part-I (Techno-commercial):** This part of the tender shall include/contain documents related to eligibility criteria, all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

**Proof for fulfillment of eligibility criteria mentioned in Annexure-A should be uploaded along with the tender. If the tender is submitted without valid documents, we shall not consider your offer. Tenders received without proof of eligibility criteria will be rejected. The offers which meets the eligibility criteria will only be considered for evaluation.**

2.1.2 **Part-II (Price):** This part should contain only the prices of the stores offered for the services to be rendered. Part-II (Price) should be furnished in accordance with the format provided by the Purchaser at Section "D" of this tender document

2.1.3 If tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender such offers are liable for rejection without any notice to the tenderers.

### **3.0 EARNEST MONEY DEPOSIT (EMD)**

3.1 The Tenderer shall submit, as part of its bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Tender Notice. In the case of foreign bidders, the EMD shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder. EMD shall be submitted by way of Demand Draft from **SBI/nationalized banks or any one of the scheduled**

**banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) issued in favour of "Institute for Plasma Research" and payable at Ahmedabad. Tender received without EMD will be rejected at the discretion of IPR.**

***(Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to IPR on or before the specified closing date and time)***

- 3.2 The EMD of unsuccessful Tenderer will be discharged/returned after finalizing award of the Contract/placement of Purchase order.
- 3.3 The successful Tenderers EMD shall be discharged upon the Bidder submitting the Security Deposit as specified in the contract/purchase order, without any interest.
- 3.4 **Exemption from payment of EMD:** The firms registered with NSIC, DPS or Micro & Small Enterprises (MSEs) which are actual producers/manufacturers of tendered items are exempted from payment of EMD provided valid registration certificate is uploaded along with the offer. In the case of foreign bidders, payment of EMD is exempted if they submit their bid directly or through their Indian agent in **foreign currency** against the tender document bought by them, so that the order can be placed directly on their Principals.
- 3.5 **The EMD may be forfeited:**
  - 3.5.1 If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - 3.5.2 In case of a successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 21 days from the date of contract/order.

#### **4.0 LATE/DELAYED TENDERS**

- 4.1 Uploading of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the applicant.

#### **5.0 OPENING OF TENDERS**

- 5.1 Unless otherwise pre-opened or postponed with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated on e-Tendering portal.
- 5.2 Part-I (Techno-commercial) of the tender will be opened at the first stage on the due date and time indicated for opening on the e-Tendering portal while the Part-II (Price) will be opened at the second stage after completion of the evaluation of the Techno-Commercial Part (Part-I) of the tender.
- 5.3 While all the tenderers who uploaded tenders within the due date and time will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the due date and time indicated on e-Tendering portal, opening of the Part-II (Price) of the tender can be attended to only by such of those tenderers whose Part-I (Techno-Commercial) of the tenders are found to be technical suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser by Email/letter or through e-Tendering portal.
- 5.4 The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to the Purchaser, will be given seven days advance

intimation by the Purchaser to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the due date and time of opening of Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**

## **6.0 AUTHORITY LETTER**

6.1 The tenderers who wish to participate in the opening of the tenders may depute their representatives to IPR on the respective due date and time as indicated in the tender notice with an authority letter addressed to the Purchase Officer which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he will be debarred from participating in the opening of the tenders.

6.2 The tenderers representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.

## **7.0 EVALUATION OF TENDER**

7.1 Evaluation of tender shall be based on all inclusive landed cost.

## **8.0 PURCHASER'S RIGHTS TO REJECT QUOTATION**

8.1 The Purchaser reserves the right to reject any quotation without assigning any reason thereof.

## **9.0 TECHNICAL CLARIFICATIONS**

9.1 After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought for from the tenderers.

## **10.0 DATE FOR OPENING OF PART-II (PRICE):**

After completion of technical evaluation, Part-II (Price) of only technically qualified tenderers shall be opened. The due date and time of opening of Part-II (Price) shall be intimated only to the technically qualified tenderers. Whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price) of the tender.

## **11.0 HOLIDAYS**

If the date (s) specified for receipt and opening of the tenders is/are declared as holidays abruptly by the competent authority due to any administrative reasons, then the due date(s) for receipt/opening of tenders will get postponed automatically to the next working day. As for instance, if the due date for receipt of tender and its opening falls on 3<sup>rd</sup> of a particular month and if the 3<sup>rd</sup> day of the month is declared as a holiday, then the opening date of tender will stand automatically postponed to 4<sup>th</sup> day of the month at the same time.

## **12.0 VALIDITY OF OFFERS**

Offers shall be kept valid for acceptance for a period of 120 (One hundred twenty) days from the date of opening of Part-II (Price) of the tender. Offers with shorter validity period will be liable for rejection.

## **13.0 QUANTITY**

The purchaser reserves the right to accept tenders for any quantity of his choice and the tenderer shall be bound to accept a contract for any quantity. The Purchaser also reserves the right to accept or reject lowest or any tender in full or in part without assigning any reasons.

## **14.0 GOODS AND SERVICE TAX**

14.1 The details of Taxes/GST and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.

### **a) GST for Goods (IGST/CGST/SGST TAX BENEFITS):**

IPR is entitled to avail tax benefit as per the following notifications issued by Ministry of Finance, Department of Revenue, Government of India:

- (1) No: 47/2017-INTEGRATED TAX (RATE) DATED 14/11/17 for IGST
  - (2) No: 45/2017-CENTRAL TAX (RATE) DATED 14/11/17 for CGST
- And,

IPR is entitled to avail tax benefit as per the following notifications issued by Finance Department, Government of Gujarat:

- (1) No. 45/2017-STATE TAX (RATE) DATED 15/11/17 for SGST
- As per above notifications IPR will bear only 5% IGST for procurement of goods from outside Gujarat & 2.5% CGST and 2.5% SGST (total 5%) for procurement of goods within Gujarat. Vendors are required to charge tax as per these notifications while quoting/supplying the goods. Deviations, (if any) should be clearly mentioned in the quotation/offer. Please specify the HSN codes while quoting.

### **b) GST for Services:**

As applicable. Specify the SAC codes wherever services are involved.

## **15.0 FLUCTUATION IN STATUTORY LEVIES**

Unless otherwise specifically agreed to in terms of the Contract, the purchaser shall not be liable for any claim on account of fresh imposition and/or increase in statutory levies on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract. However, any reduction in statutory levies on these raw materials and/or components must be passed on to the Purchaser.

## **16.0 INSPECTION**

Materials on its arrival at IPR will be inspected by our Engineer/Stores Officer, and his decision in the matter will be final. However, where the items are required to be inspected at the Suppliers Premises, Supplier has to give advance notice to the Purchase regarding readiness of the material to enable Purchase/Stores section to depute his representative for inspection.

## **17.0 PAST PERFORMANCE**

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.

## **18.0 MODE OF PAYMENT**

18.1 Unless otherwise agreed to in writing between the Purchaser and the Contractor, payment for the delivery of the material will be made as follows.

18.2 Payment will be made on monthly basis/against each supply and shall be settled by the Purchaser within 30 days from the date of receipt of bills along with original weighment slip. Billing should be made for the actual quantity supplied and measured by/at IPR.

18.3 No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.

## **19.0 CAPACITY & FINANCIAL STANDING**

In case it is found that the tenderer does not possess the requisite infrastructure, capacity, capability and their financial standing is not satisfactory, such tender is liable to be rejected by the Purchaser.

## **20.0 LIABILITY**

20.1 Vendors shall be liable for any damage to the purchaser or any third party out of any patent or latent defect in the goods supplied by him or sub-standard services rendered by him.

## **21.0 RIGHT TO REJECT QUOTATION**

21.1 The Purchaser reserves the right to reject any quotation, which is not in conformity with the above instructions.

21.2 The Purchaser also reserve the right to reject any quotation without assigning any reason whatsoever.

## **22.0 PRICE / PURCHASE PREFERENCE**

Purchase/Price preference to industries will be given as per the policy of the Government of India in force at the time of evaluation provided their offer is in compliance with the conditions of the policy.

## **23.0 PERMANENT ACCOUNT NUMBER (PAN)**

23.1 Vendors are required to upload a true copy of the PAN Card/Letter issued by the Income-tax Department, failing which the tenders are liable to be rejected.

23.2 MSE bidders should declare their UAM (Udyog Aadhar Memorandum) number on CPPP portal to avail benefits as per Public Procurement Policy for MSE's order 2012.

## **24.0 LAW GOVERNING THE CONTRACT**

24.1 This Contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of India Acts relating to Merchandise Marks and all the rules made under such Acts.

## **25.0 JURISDICTION**

25.1 The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction the place from which the purchase order is issued is situation only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Purchase Order/Contract.

## **26.0 SETTLEMENT OF DISPUTES**

26.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

## **27.0 ARBITRATION**

27.1.1 In the event of any dispute or difference arising out or of in connection with any of the terms and conditions of the Purchase Order/Contract, the matter shall be referred to the Director, IPR for settlement. In case the parties to the Purchase Order are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended time to time.

## **28.0 FALL CALUSE**

28.1 The price of the (item name) payable under this RC for the purchases done after the date of coming into force of such reductions of price or sale or offer of the sale shall stand correspondingly reduced. In case, supplier fails to notify such reduction if any, to the Purchaser and Purchaser comes to know such reduction in the price of (items name) , Purchaser reserves the right to claim the difference in the price or to recover the difference from the pending bills, if any without further reference to the supplier.