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SECTION – I

	प्लाज़्मा अनुसंधान संस्थान	
	Institute for Plasma Research	
	भाट, निकट इन्दिरा पुल, गांधीनगर - ३८२ ४२८ (भारत) Bhat, Near Indira Bridge, Gandhinagar 382 428, Gujarat (India)	
	Tel. :- 079 – 2396 2260, 2262, 2263, 2264. Fax :- 079 – 2396 2277	E-mail :- stores@ipr.res.in

Tender Notice No. IPR/ST/TN-OMC/02/20-21 dated 16.09.2020

(TWO PART)

INSTRUCTIONS TO TENDERERS

NOTE : THIS IS A TWO PART E-TENDER.

Proof for fulfillment of eligibility criteria mentioned should be uploaded along with the tender. Kindly upload all the documentary proof with serial number of our eligibility criteria. Tender without valid documents, will not be considered. Quotations received without proof of eligibility criteria, Tender Fee and EMD will be rejected.

1.0 INVITATION TO TENDER

1.1 Institute for Plasma Research (IPR) invites online tenders for the specifications detailed in this tender documents. The conditions of contract/purchase order which will govern the contract pursuant to the tender are as contained in this tender documents. If you are in a position to quote in accordance with the Eligibility Criteria, technical specifications indicated in this tender document and as per the conditions stipulated in this Tender, 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 Section – IV 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 "IV" 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 **Gandhinagar**. **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 order.

3.3 The successful Tenderer's EMD shall be discharged upon the Bidder submitting the Security Deposit as specified in the contract/order, without any interest.

Exemption from payment of EMD: The firms who are registered with DGS&D, NSIC, DPS or Micro & Small Enterprises (MSEs) irrespective of the stores/services for which they are registered can be 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.

3.4 The EMD may be forfeited:

3.4.1 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

3.4.2 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 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 Assistant Stores 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 of Section – V.

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 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 date(s) for 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 3rd of a particular month and if the 3rd day of the month is declared as a holiday, then the opening date of tender will stand automatically postponed to 4th day of the month at the same time. However, due date for submission of tender online will remain same as mentioned in the tender notice.

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 TERMS AND CONDITIONS OF THE CONTRACT

It must be clearly understood that any contract concluded pursuant to this invitation to tender shall be governed by the General Conditions of the Contract as contained in Section- II of this tender document. Tenderers must therefore, take special care to go through these general conditions of contract and in exceptional cases if any deviations are proposed, these must be clearly indicated in the Part-I of the tender as a separate annexure instead of merely enclosing their printed conditions of Sale. Tenders made subject to counter conditions or far too many deviations from the general conditions of contract, i.e. Section-II of this tender document are liable to be ignored. It should also be realised that failure to bring out deviations from the General Conditions of Contract contained in Section-II of this tender document will imply that the tenderer is willing to execute the contract as per the Purchaser's terms and conditions of contract.

14.0 DEVIATIONS TO PURCHASER'S SPECIFICATIONS AND CONDITIONS OF CONTRACT

14.1 If any deviation or substitution from the technical specifications contained in Tender Documents is involved, such details should be clearly indicated separately and to be added as an Extra Annexure to the Tender Documents. Similarly, deviations to the Purchaser's General Conditions of Contract/Special Conditions of Contract contained in Tender Documents shall be indicated by the tenderer in another separate annexure to the Tender.

- 14.2 Part – II (Price) should be furnished in accordance with the format provided by the Purchaser at Section – V of this tender document.
- 15.0 **RESTRICTED INFORMATION CATEGORIES UNDER SECTION 18 OF THE ATOMIC ENERGY ACT, 1962 AND OFFICIAL SECRETS UNDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923**
Any contravention of the above mentioned provisions by the contractor, sub-contractor, consultant, adviser or the employees of the contractor will invite penal consequences under the aforesaid legislation.
- 16.0 **PROHIBITION AGAINST USE OF THE NAME OF ANY INSTITUTION OF DEPARTMENT OF ATOMIC ENERGY WITHOUT PERMISSION FOR PUBLICITY PURPOSES**
The Contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use the name of any Institution of Department of Atomic Energy for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of the Purchaser.
- 17.0 RIGHT TO REJECT QUOTATION**
- 17.1 The Purchaser reserves the right to reject any quotation, which is not in conformity with the above instructions.
- 17.2 The Purchaser also reserve the right to reject any quotation without assigning any reason whatsoever.
- 18.0 **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.
- 19.0 **PERMANENT ACCOUNT NUMBER (PAN)**
- 19.1 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.
- 20.0 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.
- 21.0 The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agencies.
- Any additional conditions attached to this Invitation to Tender shall also form part of the contract conditions.
- 22.0 The Director, IPR reserves the right to accept or reject any offer in full or part thereof without assigning any reason thereof.