

INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT, GANDHINAGAR 382 428
GUJARAT STATE
Phone: 079 23962021, 23962023 Fax: 079 23962277

**TENDER NOTICE NO.IPR/TN/PUR/017/10-11 DATED
18-8-2010 FOR DESIGN, FABRICATION, INSTALLATION AND
COMMISSIONING OF 80K HELIUM GAS SUPPLY SYSTEM**

CORRIGENDUM DATED 24/09/2010

The technical specification of the above referred tender is modified. Revised tender documents are available on IPR Website : [www.ipr.res.in//purchasetenders.html](http://www.ipr.res.in/purchasetenders.html). Interested and eligible tenderers may download the revised tender from IPR website.

Due to change in the specification, the due date for submission of tender is extended upto **20th October, 2010 (latest by 1.00 p.m.)**.

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TENDER NOTICE DATED 18-8-2010

Itemwise sealed tenders are invited in from reputed and eligible parties for the following.

Sr. No	Tender Notice No.	Item	Qty.	Due Date & Time for		Tender Fee	EMD (Rs.)
				Submission of tender	Opening of tender		
1.	IPR/TN/PUR/016/10-11	Programmable Automation Controller (PAC)/ Programmable Logic Controller (PLC) with Engineering & Operator Station	1 No.	29-9-2010 by 1.00 p.m.	29-9-2010 2.30 p.m.	500.00	35000.00
2.	IPR/TN/PUR/017/10-11 (TWO PART TENDER)	Design, fabrication, installation and commissioning of 80K Helium Gas Supply System	1 No.	20-10-2010 by 1.00 p.m.	20-10-2010 2.30 p.m.	1000.00	200000.00

Tender documents are available on IPR Website : www.ipr.res.in/purchasetenders.html. Tenderers meeting the eligibility criteria mentioned in the tender documents may, at their option, download the tender documents from the website and submit their offer along with prescribed **Tender Fee (non refundable) and EMD** in the form of Demand Draft from any nationalized/scheduled bank drawn in favour of **Institute for Plasma Research** and payable at **Ahmedabad** as per the details given in the tender documents. In case party desires to collect the tender documents by post, they may contact the Purchase Officer along with prescribed tender fee. Tender documents will be issued upto **17-9-2010**. Representative who is going to attend the tender opening should carry an authorization letter from the organization for participation in the tender opening failing which he will not be allowed to attend the tender opening.

TENDER NOTICE No.IPR/TN/PUR/017/10-11 DATED 18-08-2010
(TWO PART)

For Design, fabrication, installation and commissioning of 80K Helium Gas Supply System

NOTE: THIS IS A TWO PART TENDER. KINDLY SUBMIT PART-A (TECHNICAL BID & COMMERCIAL TERMS AND CONDITIONS) AND (PART-B) PRICE BID SEPARATELY IN TWO DIFFERENT ENVELOPES SUPERSCRIBING TECHNICAL BID AND PRICE BID IN ONE SINGLE ENVELOPE

NOTE:

1. Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.
2. **Proof for fulfillment of eligibility criteria mentioned hereunder should be submitted 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.**
3. Tender documents can also be obtained by submitting a written request to the Purchase Officer together with prescribed tender fee, provided that the eligibility criteria is fulfilled. Last date for issue of Tender documents is 8-10-2010.
4. While requesting for Tender Documents, such request shall indicate **the “REQUEST FOR TENDER DOCUMENTS AGAINST TENDER NOTICE NO.IPR/TN/PUR/017/10-11 DATED 18-08-2010”.**
5. The tender fee of Rs.1000/- (non refundable) should be made in the form of **DEMAND DRAFT from any nationalized/scheduled bank drawn in favour of Institute for Plasma Research and payable at Ahmedabad.** Vendor's name and tender number shall be indicated on the reverse side of the Demand Draft.
6. **DD should not be prior dated to the date of advertisement. Separate request letter and separate Demand Draft shall be sent for each tender.**
7. Those who use the downloaded tender documents from IPR Website may submit the prescribed Tender Fee keeping in a separate envelope along with the tender.
8. **Tenders received without the prescribed tender fee will be rejected.**
9. No request for the extension of due date will be considered.
10. Late/Delayed offers will not be accepted.
11. **Tender in a sealed envelope (Technical Bid, Commercial terms and conditions and EMD [Part-A] in one envelope and Price Bid [Part-B] in another envelope) superscribing the envelope with the above tender no., date, due date and brief description of tendered item should be submitted to the Purchase Officer at the above address by 1.00 p.m. on 20th October, 2010. Part-A (Technical Bid along**

with Tender Fee of Rs.1000/-, commercial terms and conditions and EMD for Rs.2,00,000/-) received upto 1.00 p.m. on 20-10-2010 will be opened on the same day at 2.30 p.m. in the presence of attending tenderers.

12. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
13. IPR will not be responsible for any delay/loss of documents in transit.
14. Tenders received without the details asked for including proof of eligibility for participating in the tender may not be considered.
15. Tenderers should furnish/enclose full technical details/literature, delivery period and confirm the terms and conditions attached with the tender.
16. **Those who do not meet with the eligibility criteria need not submit Tender.**
17. **Those who are quoting on behalf of their foreign Principals should submit a Proforma Invoice of Foreign Principals in foreign currency.**
18. The Director, IPR reserves the right to accept or reject any offer in full or part thereof without assigning any reason thereof.
19. **Quotations received without EMD will not be considered.**
20. **AUTHORITY LETTER**
 - a. **The representative who is going to attend the tender opening should carry an authorization letter from the organization for participation in the tender opening failing which he will not be allowed to participate in the tender opening.**
 - b. **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.**

ELIGIBILITY CRITERIA:

- 1) Vendor should have the technology, knowledge and background in Cryogenic systems, transfer lines, vacuum technology and in all the relevant fields /areas covered in the scope of work (attach proof).
- 2) Prior experience of similar nature of job covering the scope of work as stipulated herein namely Design, Analysis, Fabrication, testing, installation and commissioning of similar system is a must. The vendor shall have executed similar jobs to reputed organizations or government organizations such as ISRO, DAE, DST etc. with a single purchase order of Rs.40 lakhs or more in last three years (attach copy of purchase orders).

NOTE: Issue of tender documents does not mean that a vendor is qualified to submit tenders. IPR's decision to consider as to whether a vendor has met with the eligibility criteria is final.

**SINCE CHANGE IN THE OLD SPECIFICATION,
THE SAME IS REMOVED FROM HERE AND THE
REVISED TECHNICAL SPECIFICATION
ATTACHED SEPARATELY.**

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

1. The quotation and any order resulting from this tender/enquiry shall be governed by our Conditions of contract and supplier quoting this enquiry shall be deemed to have read and understood the same in toto.
2. Where counter terms and conditions have been offered by the supplier, the same shall not be deemed to have been accepted by us, unless our specific written acceptance thereof is obtained.
3. **Tender Fee: Tenders received without the prescribed Tender Fee will be rejected.**
4. **Clarifications:**
Any technical and commercial questions, information, clarifications, etc. that may be required pertaining to this Tender/enquiry may be obtained from the Purchaser before submitting the tender.
- 4.1 Bids shall be complete in all respects and shall include properly filled in prices, other specifications, schedules, relevant drawings and catalogues as necessary alongwith the bid covering letter, all in duplicate.

5 **MANNER AND METHOD FOR SUBMISSION OF TENDERS**

- 5.1 All tenders in response to this invitation shall be submitted in TWO PARTS as under and in the different envelopes.
 - 5.1.1 **PART-A (TECHNO-COMMERCIAL):** This part of the tender shall include/contain 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.**
 - 5.1.2 **PART-B (PRICE):** This part should contain only the prices of the stores offered for the services to be rendered.
- 5.2 **Part-A (Techo-commercial)** should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar equipment, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the tenderer for purchase, term of price, mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. This part of the tender, i.e. Part-A (Techno-commercial) shall be enclosed separately in an envelope duly sealed and superscribed with the purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document. The tenderer shall take special care NOT TO MIX UP the price of the stores in this part of the tender.
- 5.3 **Part-B (Price)** shall include/contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchaser's engineers wherever applicable, lumpsum charges for erection and commissioning work or per diem charges for the supervision of erection and commissioning work as is envisaged in the Purchaser's tender document,

testing charges, third party inspection charges, etc. This part of the tender, i.e. Part-B (Price) shall be enclosed separately in an envelope duly sealed and superscribed with the Purchaser's tender number and the last date and time specified for receipt and opening of the tenders as in the tender document.

- 5.4 If tenderer includes prices of any nature in Part-A (Techno-commercial) of the tender such offers are liable for rejection without any notice to the tenderers.
- 5.6 Late and delayed quotations will not be considered. IPR will not be responsible for postal delays or any other delays in receipt of quotation. Envelopes received without Tender number, date, due date and short description of item may be rejected. The quoted prices should be firm for a period of 120 days from due date for placing order. IPR is not bound to accept lowest rate/s. IPR reserves the right to place order on one or more parties irrespective of whether he is lowest or not. The scope of supply includes insurance by the Contractor/Supplier.
6. **Specifications:** Material should be offered strictly conforming to our specifications/drawings. Deviation, if any, should be clearly indicated by the supplier in their quotation. The supplier should also indicate the Make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation.
7. **Terms of prices:** Quotation should be submitted on door delivery basis without extra charge wherever possible. For quotations on Ex-Works, Ex-godown basis the approximate packing and forwarding charges should be indicated by the supplier. In the case of local suppliers, the material is to be delivered at our stores free of charge. Unit rate/s should be valid throughout the validity of purchase order/contract period for addition/deletion purposes. Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/extended validity of purchase order/contract.
- 7.1 Prices are required to be quoted according to the units indicated in the tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
- 7.2 Wherever options are specified in the tender documents, IPR reserves the right to accept any option/s irrespective of whether all the vendors have quoted for all the options or not. The decision of IPR in this regard will be final.
8. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
9. IPR shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted.
10. **Sales Tax etc.:** We have no "C" or "D" form. The percentage of Sales Tax/VAT, surcharge, if applicable, 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.

- 10.1 **VAT Registration:** You may submit a copy of VAT Registration certificate along with your quotation (if applicable).
- 10.2. **Service Tax:** Wherever Service tax is applicable, it should be mentioned clearly. You may indicate percentage of Service Tax in your quotation.
- 10.3 **Excise Duty:** As per Notification No.10/97-CE (Central Excise) dated 1-3-1997, the Purchaser is entitled for availing Excise Duty exemption at present. Excise Duty Exemption Certificate, wherever applicable, and as per rules will be issued at the appropriate time. Hence Excise Duty should not be included in the BID. However, prevailing percentage of Excise Duty may be indicated.
- 10.4 **Customs Duty:** The purchaser is entitled for Customs Duty exemption under Notification No.51/96-Custom dated 23-7-1996 and can place order directly on foreign manufacturers. Necessary Customs Duty Exemption Certificate, wherever applicable, and as per the rules will be issued at appropriate time. Hence, Customs Duty should not be included in the BID. However, prevailing percentage of Customs Duty may be indicated.

Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies as may be applicable from time to time for taking purchase decision.

Offers from Indian Agents on behalf of foreign suppliers: In case the tender is submitted by an Indian supplier/Indian agent on behalf of their foreign supplier/ principals, following documents should be submitted with the tender, failing which, their offer is liable to be ignored.

- a) Photocopy of the Agency Agreement between the Principals and the Indian Agent showing the percentage or the quantum of agency commission payable and a Letter of Authority from the Principals authorizing the Indian Agents to submit the tender on their behalf.
- b) The type and nature of after sales services to be rendered by the Indian Agent

The Indian Agents are allowed to quote on behalf of only one foreign Principal/ Supplier against this tender.

- 10.5 TDS/WCT will be deducted as per Income tax Rules.
- 10.6 **Octroi:** Octroi is not applicable in our case.
11. **Delivery Date:** The supplier must indicate the firm delivery date by which the materials will be despatched/delivered by them from the date of our order.
12. **Inspection:** Materials on its arrival at IPR will be inspected by Stores In-charge, and his decision in the matter will be final.
13. **EARNEST MONEY DEPOSIT (EMD):**
The Bidder shall submit interest free Earnest Money Deposit (EMD) for Rs.2,00,000/- (Rupees Two lakhs only) by way of Demand Draft from a nationalized/scheduled 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.
- 14.1 **EMD of unsuccessful Bidder will be returned after finalizing the Contract/placing Purchase order.**

14.2 **The EMD shall be forfeited in case the selected Bidder does not start the work within the time limit specified or fail to complete the work within the stipulated delivery period or fail to comply with any of the terms and conditions in the purchase order/contract.**

14.3 **Exemption from payment of EMD:** Firms who are registered with DGS&D and NSIC are exempted from payment of EMD subject to submission of valid registration certificate with the bid. **Tenders received without the valid registration certificate will be rejected.**

15. **Payment:**

15.1 10% of supply portion as advance against submission of Bank Guarantee for an equivalent amount from a nationalized/scheduled commercial Bank. This payment will be made only after signing the contract/Purchase order and submission of Security Deposit.

15.2 10% of supply portion after approval of major drawings by IPR and on receipt of Bank Guarantee for an equivalent amount from a nationalized/scheduled commercial bank.

15.3 60% of supply portion against delivery of material at IPR site, its verification by IPR representative and on receipt of Proforma Invoice in triplicate.

15.4. 20% along with 100% of installation and commissioning charges within 30 days from the date of final acceptance and on receipt of Performance Bank guarantee for 10% of the contract value from a nationalized/scheduled commercial bank.

15.5 **Advance payments other than mentioned above will be loaded with interest @ 12% p.a. upto the delivery period quoted.**

Wherever, advance payment is involved, it will be paid only against submission of Bank Guarantee from a Nationalised Bank. Bank Guarantees should be furnished as per IPR format.

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

17. Quotation should be valid at least for 120 days from the date of opening of the tender.

18. **Guarantee:** The Stores/material/goods/equipment offered by the bidder should be guaranteed for a minimum period of twelve months from the date of acceptance, against defective materials, design, workmanship, operation or manufacture. For defects noticed during the Guarantee period, replacement/ rectification should be arranged free of cost within a reasonable period of such notification. In cases where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.

19. **Security Deposit:** The successful Bidder will have to furnish to the Purchaser an interest free security deposit for 10% (Ten percent) of the order value in the form of Bank Guarantee of an equivalent amount from a nationalised/scheduled commercial Bank within 15 days from the date of LOI/Purchase order and the said Guarantee should be valid till the goods are accepted by IPR. The Security deposit shall be forfeited in case the selected Bidder does not start the work within the time limit specified or fail to complete the work within the stipulated delivery period or fail to comply with any of the terms and conditions in the purchase order/contract.

20. **Liquidated Damages:** In addition to forfeiting Security Deposit, Liquidated Damages for the delay shall be 1/2% (half percent) of the total order value for the delay of each week in the scheduled time of supply or the scheduled date of final completion for the work as the case may be, subject to a maximum of 5% (five percent) of total order value. Liquidated Damages will be recovered from the payment due to the supplier.
21. **Performance Bank Guarantee:** The Contractor/Supplier will have to furnish to the Purchaser (IPR) an interest free performance bank guarantee for 10% (Ten percent) of the order value/ contract value by Demand Draft or by way of providing a Bank Guarantee from a Nationalised/Scheduled commercial Bank valid for a period of 12 months/guarantee period mentioned in the order from the date of installation/acceptance for satisfactory performance of the work carried out by the Contractor.
22. The Contractor/Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores/material/goods/equipment for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.
23. **BAR/PERT Charts:**
To be provided as per the requirement of Purchaser.
24. **Sub-Contract:** All sub-contractors are required to be appraised and approved by the Purchaser before placement of orders by the Vendor.
25. **Jurisdiction:** The contract/Purchase order shall be governed by the Laws of India for the time being in force. The Courts of Ahmedabad only shall have jurisdiction to deal with and decide any legal or dispute arising out of this contract.
26. **Settlement of disputes:** Any disputes or difference arising out of or in connection with the Contract/Purchase order shall be to the extent possible settled amicably between the parties.
- If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.
27. **Arbitration:** In the event of any dispute or difference arising under this Contract, the matter shall be referred to the Arbitrators one each nominated by the Purchaser and Contractor from their respective organisations. In case the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor and whose decision will be final and binding on both the parties. The venue of arbitration will be IPR. Subject to as aforesaid the Arbitration Act, 1996 and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Contract.
28. **Permits and Licences:** The Contractor shall secure and pay for all permits and licence which he may require to comply with in respect of all laws, ordinances and regulations of the Government or Public Authorities in connection with the performance of his obligations under the Contract. The successful contractor shall be responsible for all damages and shall indemnify and save the Purchaser harmless from and against all claims for damages and liability which may arise due to his failure to comply with what is stated above.

29. **Training:** The successful tenderer shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering or technical personnel for their active association on the manufacturing process throughout the manufacturing period of the Contract/stores, number of such personnel to be mutually agreed upon.
30. **Operation/Instruction Manual:** Where operation/instruction manual is essential to enable the Purchaser to put the stores to proper use, the successful tenderer shall furnish such operation/instruction manual along with the stores.
31. **Test Certificate:** Wherever required, test certificates should be sent along with the despatch documents.
32. **Secrecy:**
- 32.1 All information, drawings, designs and specifications imparted to the bidder/successful contractor shall, at all times, remain the absolute property of the Purchaser, the bidder/successful contractor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- 32.2 The contractor shall use his best endeavours to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the successful bidder with the prior consent of the Purchaser. In such cases, the successful contractor shall ensure and obtain similar obligation of confidence, from third parties in question.
33. **Indemnity:** The Contractor shall warrant and be deemed to have warranted that all stores supplied against this contract are free and clean of infringement of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent. Registration of design or Trade Mark and shall all risk of accidents of damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract.
34. **Counter terms and conditions of Suppliers:** Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained.
35. **Installation/commissioning/site works:** Wherever these activities are part of scope of work/specifications, Vendor should carryout out the same without any extra cost to IPR.
36. **Free Issue Material (FIM) (If specified in the tender documents):** Successful tenderer will have to furnish in the form a Bank Guarantee or in any other form as called for by the Purchaser towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue Material (FIM) for the due execution of the contract. Successful bidder shall submit Bank Guarantee from a nationalized bank and arrange insurance for the cost of FIM at his expenses.
37. Late/delayed tenders will not be accepted. Incomplete tenders may be rejected at the discretion of IPR.

38. **IPR is not bound to accept the lowest tender. IPR reserves the right to select any vendor at its sole discretion.**
39. **Result of the tenders:** Unsuccessful tenderers will not be informed of the result of their tenders.
40. The Director, IPR reserves the right to accept or reject any quotation/tenders fully or partly without assigning any reason.
41. IPR reserves the right to place order on a single party or to split the order at its sole discretion.

We agree to the above terms and conditions.

Place:

Signature of Bidder with seal

Date:

Note: A copy of our terms and conditions duly signed should accompany your quotation.

PART-B

PRICE BID FORMAT

(Bidders are requested to offer their price bid in the following format)

S.No	Description	Quantity	Unit cost (Rs.)	Total price (Rs.)
1	Design, Procure, Fabrication, Establishing, Supply, Erection and Commissioning of 80 K helium gas supply system with all the items mentioned in the scope of supply	1 No.		
2.	Installation and commissioning charges (including unloading, shifting, handling with accessories) (Quote Lumpsum charge)	Lumpsum		
3.	Other charges, if any.			
Total Rs.				

	<u>Indicate percentage except Freight</u>		
	Percentage	Included	Excluded
Packing and forwarding			
Excise Duty			
Sales Tax/VAT			
Insurance			
Service Tax on Sr.No.2 above			
Freight	Rs.		

Place:

Signature of Bidder with seal

Date :