



प्लाज़्मा अनुसंधान संस्थान  
INSTITUTE FOR PLASMA RESEARCH

परमाणु ऊर्जा विभाग, भारत सरकार का एक सहायता प्राप्त संस्थान  
An Aided Institute of Department of Atomic Energy, Government of India



इन्दिरा पुल के पास, भाट, गांधीनगर – 382 428 भारत  
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### ENQUIRY

ENQUIRY NO : IPR/EQF/20-21/044  
Date : 19-03-2021

**Due on : 29-04-2021 by 1:00 PM IST**

Please send your offer in sealed envelope specifying Enquiry No, Date & Due Date, ALONG WITH your credentials for the following items which we are interested to import directly against Foreign Trade Policy 2015-2020.

#### Important Note:

Please note that e-mail quotations are not acceptable however you may send your queries (if any) to [importpurchase@ipr.res.in](mailto:importpurchase@ipr.res.in)

Please ensure your sealed quotation reaches this office not later than above mentioned due date and time.

Kindly go through the following documents properly before quoting which are available on the IPR web portal i.e., [http://www.ipr.res.in/documents/tender\\_terms.html](http://www.ipr.res.in/documents/tender_terms.html) / attached herewith.

- 1) Instructions to the bidders & Terms and conditions (refer Form No: **IPR-FP-01.V3**)
- 2) Bidding format

**GST for Goods and Services (IGST/CGST/SGST TAX BENEFITS):** Please refer **clause no: 14** of Form No: **IPR-FP-01.V3**

### QUOTATION SHOULD BE ADDRESSED TO PURCHASE OFFICER ONLY

Sr No	Description	Quantity
1	Vacuum grade mass flow controller, Flow Range: 1 - 50 SCCM (Other specifications are as per attached sheet)	2.0 Nos.

Note:

1. GeM Report ID : GEM/GARPTS/17032021/9MHHOSROBI1M  
Dated : 17/03/2021
2. Unsigned quotation are not acceptable, Quotation should be submitted duly signed all pages invariably.
3. Delivery Require within 3 Months from the date of P.O.
4. Customs Duty Exemption Certificate will not be issued to the vendor.
5. Please quote with complete technical details (Technical compliance sheet and product data sheet).
6. TDS as per CGST Act: As per provisions of section No. 51 of the CGST Act 2017, TDS @2% (IGST 2% or CGST 1% and SGST 1%) will be deducted while making payment to the suppliers where total value of orders/contracts/work orders exceeds Rs. 2.5 lakhs, in the event of order in Indian Rupees. Necessary TDS Certificate will be issued to the supplier after TDS deduction.

Encl: Refer attached sheet for detailed technical specifications.

Sd/-

**Information to Vendors:** We are working towards a single platform for our future requirement. Hence, please refer IPR website i.e, <http://www.ipr.res.in/documents/tendersenq.html> for our future requirement.

## **Vacuum Grade Mass Flow Controller, Flow Range 1 - 50 SCCM**

**Quantity – 2 Nos.**

### **Specifications:**

1. Flow Range: 1 - 50 SCCM
2. Accuracy:  $\pm 1.0$  % of Full Scale
3. Upstream (operating) Pressure: 1 – 2 Bar (a)
4. Compatible with downstream side as vacuum
5. External Leak:  $< 1 \times 10^{-8}$  mbar l/s (helium leak to the outside environment)
6. Internal leak:  $< 1\%$  of Full Scale (or  $< 0.5$  SCCM)
7. Output Signal: 0 – 5 VDC or equivalent
8. Readout unit: Digital
9. Wetted Material: vacuum grade materials e.g. stainless steel, Viton etc
10. Standard Calibration: Argon gas
11. Operating Temperature: 0 – 50 °C
12. End Connections:  $\frac{1}{4}$  Inches VCR fittings (For other fittings vendor should provide necessary spares)

## Compliance statement for “Vacuum Grade Mass Flow Controller, Flow Range 1 – 50 SCCM”

(Needs to be filled by the vendor)

Sr. No.	IPR Specification	Vendors' Specification
1	Flow Range: 1 - 50 SCCM	
2	Accuracy: $\pm 1.0\%$ of Full Scale	
3	Upstream (operating) Pressure: 1 – 2 Bar (a)	
4	Compatible to operate with downstream side as vacuum	
5	External Leak: $< 1 \times 10^{-8}$ mbar-l/s (helium leak to the outside environment)	
6	Internal leak: $< 1\%$ of Full Scale (or $< 0.5$ SCCM)	
7	Output Signal: 0 – 5 VDC or equivalent	
8	Readout unit: Digital	
9	Wetted Material: vacuum grade materials e.g. stainless steel, Viton etc	
10	Standard Calibration: Argon gas	
11	Operating Temperature: 0 – 50 °C	
12	End Connections: 1/4 Inches VCR fittings (For other fittings vendor should provide necessary spares)	

(This need to be printed in Bidders letter head)

1. Please quote with complete technical details.
2. Quotation should be submitted with below (Quotation format) else IPR shall not consider the offer submitted by the vendor for further evaluation

NAME OF PARTY : \_\_\_\_\_

ENQUIRY NO: \_\_\_\_\_ DUE ON: \_\_\_\_\_

QUOTATION No. & DATE : \_\_\_\_\_

Sr. No.	Description	Quantity	Currency	Rate	Total
1					
2					
3					
4					

Sr.No.	Particular	Remarks
1	INCOTERMS : Place of Delivery	
2	Packing & forwarding	
3	Inland freight /Handling Charges	
4	Documentation Charges/ Bank Charges	
5	Other Charges (if any)	
6	Customs Duty (IPR is availing benefit of Customs Duty Exemption under Notification No. 51/96)	
7	Goods & Services Tax (GST)	
8	Delivery Period	
9	Payment (IPR terms will apply)	
10	Guarantee / Warrantee	
11	Validity Period	
12	Discount (if any)	
13	Agency Commission (if payable to Indian Agent)	
14	Principal/Indian Agent (Those who are submitting their offer on behalf of their principal must attach valid authorization letter issued by their principal or the copy of agency agreement, Invariably).	
15	Remarks	

Note: Enclose technical compliance sheet with your quotation  
Fill in the all applicable details.

Place: \_\_\_\_\_ Authority Signatory

Date: \_\_\_\_\_ Company Seal

**Bidder should submit the copy of GSTIN / ARN Certificate along with the offer (applicable to Indian Manufacturer's/ Agents)**



**Form No: IPR-FP-01.V3**

**INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS**

1. The tenderer should submit quotations in duplicate in sealed envelope superscribing the Tender No. and due date of opening. Quotation should be submitted in the form of a Proforma Invoice and should complete in all respects with technical specifications.

**Note for Indian Agents :-**

- a) **Bidder should submit quotation on behalf of only one foreign supplier. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.**
  - b) **If Indian Agents are submitting the quotation on behalf of their Principal they should furnish the following documents.**
    - a. **Copy of Latest and Valid Authorization Certificate issued by their Principal.**
    - b. **Copy of Proforma Invoice submitted by their Principal.**
2. The Proforma Invoice should contain the following information.
    - 1.11 The FOB value and the CIF value for import by Air Freight upto Ahmedabad should be separately indicated.
    - 1.12 Agency Commission, if any payable to the Indian Agents from the FOB value should be clearly indicated in terms of percentage of the same. Also the address of the accredited Indian Agents should be furnished so that the agency commission can be paid in Indian Rupees directly to them at the exchange rate prevailing on the date of purchase order.
    - 1.13 The earliest delivery period and country of goods / equipment and Country of shipment should be mentioned.
    - 1.14 Your banker's name and address should be mentioned. All bank charges outside India to be borne by the supplier.
    - 1.15 The approximate net and gross weight and dimension of packages / cases may be indicated in your offer.
    - 1.16 Recommended spares for satisfactory operation for a minimum period of one year (wherever applicable) may be mentioned.
    - 1.17 Details of any technical services, if required for erection, assembly, commissioning and demonstration should be mentioned clearly.
  3. The FOB and CIF prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
  4. The offer should be valid for a minimum period of 120 days from the date of opening of the tender.
  5. Samples, if called for, should be sent free of all charges.
  6. Quotation should be submitted in the prescribed QUOTATION FORMAT attached with this Enquiry and the same should be submitted to the Purchase Officer, IPR in a sealed envelope superscribing the same with our enquiry No., date, due date and brief description of item on or before the due date. Late/delayed/incomplete/unsigned quotations will not be considered. Envelopes received without Enquiry number, date, due date and brief description of item may be rejected. IPR is not bound to accept lowest rate/s. IPR reserves the right to place on one or more parties.
  7. The Director, IPR reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reason.
  8. The details of Import License will be furnished in the Purchase Order.
  9. The authority of person signing the tender, if called for, shall be produced.



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10. Instruction / Operation manual containing all assembly details including wire diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English /Hindi Languages only.
11. Please note that this enquiry is not a commitment and the Purchaser reserves the right to reject or cancel any or all offers.
12. Contractor should indicate clearly in the quotation whether the Bidder needs Export License for supply of the offered items. Furnish relevant documents / format to be submitted by the Purchaser, if Export License is involved.
13. **Custom Duty:** As per Notification No. 51/96 - CUSTOMS dated 23/07/1996 as Amended by Notification No. 93/96 - CUSTOMS dated 11/12/1996 (GE21A) and subsequent amendment, IPR is entitled to avail Customs Duty exemption wherever applicable, so please do not include customs duty in your offer/quotation.
14. **Goods & Services Tax (GST):** 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.**

16. **Security Deposit :** The Contractor shall at the option of the Purchaser, furnish an interest free Security Deposit for 10% of the contract value within 15 days from the date of Letter of Intent/contract/Purchase Order by way of Bank Guarantee for an equivalent amount.
17. **Performance Bank Guarantee:** If demanded by IPR, the successful bidder will have to furnish Performance Bank Guarantee for 10% of the order value (basic price) by way of Bank Guarantee for an equivalent amount.
18. **Liquidated Damages :** The successful Vendor/Bidder should pay liquidated damages @ ½% (half percent) of the total contract/order value for the delay of each week in the scheduled date of completion of the work envisaged in the Contract/Purchase Order subject to a maximum of 5% (Five percent) of the total Contract/Order value
19. Advance payment, if any, will be made as per the Reserve Bank of India's stipulations and on receipt of Bank Guarantee from the contractor from a Bank acceptable to Purchaser / Purchaser Banker's.

**TERMS AND CONDITIONS**

1. It is expressly agreed that the acceptance of the stores contracted for is subject to final approval in writing by the purchaser whose decision shall be final.
2. If all or any of the stores are not of the quality specified, they may be rejected and supplier should either replace or refund the money at the discretion of the purchaser.
3. Part shipment is not allowed unless specifically agreed by the purchaser.



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a. As

- far as possible, stores should be despatched by Indian flag vessels. Air India or through any Agency nominated by the purchaser.
4. Adequate packing to prevent damage in transit should be provided keeping in view the nature of item and the mode of transport. If Packing Materials are of any kind of Plant Origin, Phytosanitary Certificate issued by an Authorised Officer at the Country of Origin of the consignment in the format prescribed under the International Plant Protection Convention of the Food and Agricultural Organization shall be sent along with the shipping documents. This is a mandatory requirement under Law enacted by The Govt. Of India. Deviation from this may result in holding of the consignment at customs causing delays which will be the sole responsibility of supplier
  5. The contractor will be held responsible for any demurrage / Wharfage paid due to non-receipt of documents in time. Non-negotiable copy of despatch documents should be sent by Air Mail / Courier immediately after shipment. Original should be negotiated through Bank soon after the despatch but not later than three days, reckoned from the date of despatch of the goods.
  6. IPR being an Aided Institute of Department of Atomic Energy, Government of India, and preference will be given for payment by sight Draft. However, you may indicate your payment terms.
  7. Insurance Wherever necessary will have to be arranged by the supplier on Warehouse to warehouse basis.
  8. Inspection / Test certificate should be provided for the goods after testing it thoroughly at your works, if any inspection by Llyods or any testing agency is considered necessary, it shall be arranged by the contractor.
  9. The stores contracted should be guaranteed for a minimum period of 12 months from the date of Acceptance against defective materials, design of manufacture. For defects noticed during the guarantee period, replacement / rectification should be arranged free of cost within reasonable period of such notification. However permits for re-export from and re-import into the purchaser's country, if required shall be provided.
    - a. To fulfil the above guarantee condition, the contractor shall at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the contract along with the first shipment documents. On the performance and completion of the contract in all respects, the bank guarantee will be returned to the contractor without any interest.
  10. Where erection or assembly or commissioning is a part of the contract, it should be done immediately on notification. The Contractor shall be responsible for any loss / damages sustained due to delay in fulfilling this responsibility.
  11. The time of delivery shall be the essence of the contract and should be adhered to, strictly.
  12. Contractor is deemed to have warranted and indemnified the purchaser against any Claim / dispute whatsoever on patent trade mark etc.
  13. All disputes of differences whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of contract arising out of this tender of the breach thereof shall be settled by arbitration in accordance with the Arbitration Rules of India and the award made in pursuance thereof shall be binding on the parties.
  14. For items having shelf life, those with maximum shelf life should be supplied, if order is placed.
  15. **Jurisdiction:** The contract shall be governed by the Laws of India for the time being in force. The Courts of Gandhinagar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Purchase Order.
  16. PLEASE DO NOT SEND CONSIGNMENT / PARCEL THROUGH COURIER MODE.



## Additional Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer' 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed control over the trust through a chain of control or ownership.
- VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

#### Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”