

**INSTITUTE FOR PLASMA RESEARCH**  
**NEAR INDIRA BRIDGE, GANDHINAGAR HIGHWAY**  
**BHAT, GANDHINAGAR 382 428**  
**GUJARAT STATE**

**PHONE: 23962021 / 23962023**

**FAX: 91-079 2396 2277**

**NOTICE FOR EXPRESSION OF INTEREST AND SELECTION OF  
CONTRACTOR FOR DESIGN, FABRICATION, SUPPLY, INSTALLATION,  
COMMISSIONING AND TESTING OF LIQUID NITROGEN BOOSTING SYSTEM**

**(EOI No. EOI/IPR/002/09-10 DATED 4-1-2010)**

“Expression of Interest” (EOI) is invited from reputed parties for “**Design, Fabrication, supply, installation, commissioning and testing of Liquid Nitrogen Boosting System**” at Institute for Plasma Research, Bhat, Gandhinagar.

The EOI document containing eligibility requirements, technical description, scope of work and commercial terms and conditions kept in the official website of IPR, i.e. [www.ipr.res.in//purchasetenders.html](http://www.ipr.res.in//purchasetenders.html). The interested parties can download the EOI document from IPR Website. Alternatively, parties can obtain the EOI document from the Purchase Officer, IPR, Bhat, Gandhinagar up to **22<sup>nd</sup> January, 2010**.

A Pre-bid Meeting of the tenderers is arranged on **28<sup>th</sup> January, 2010** at 10:30 a.m. at IPR campus. Tenderers those who are satisfying the eligibility criteria as mentioned in the EOI document (Sr.No.10 of EOI document) may attend the pre-bid meeting on 28-1-2010. During the meeting, the scope of work will be discussed and the queries of the parties will be clarified. Parties are required to give a presentation on their capabilities to carry out the scope of work and their company profile during the meeting. Parties who are going to attend the pre-bid meeting should give an advance intimation to the Purchase Officer, IPR through fax or email ([ramesh@ipr.res.in](mailto:ramesh@ipr.res.in) / [vijayan@ipr.res.in](mailto:vijayan@ipr.res.in)) 3 days prior to the meeting.

After the pre-bid meeting, the final tender documents will be prepared and issued only to the parties who have attended the pre-bid meeting on 28-01-2010 at IPR.

## **EOI No.EOI/ IPR/002/09-10 DATED 4-1-2010**

### **For Design, Fabrication, supply, installation, commissioning and testing of Liquid Nitrogen Boosting System – (1 No)**

#### **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. **A tender fee of Rs.200/- (non refundable) and EMD of Rs.20,000/- should be submitted along with the tender, in the form of DEMAND DRAFT from any nationalized/scheduled bank drawn in favor 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.**
4. **Tender documents will be issued to only the parties who have attended the pre-bid meeting on 28-01-2010.**
5. **Tenders received without the prescribed tender fee and EMD will be rejected.**
6. No request for the extension of due date will be considered.
7. Late/Delayed offers will not be accepted.
8. **Final Tender should be submitted in TWO PARTS. The due date for submission of tender will be mentioned in the final tender documents.**
9. 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.
10. IPR will not be responsible for any delay/loss of documents in transit.
11. Tenders received without the details asked for participating in the tender may not be considered.
12. Tenderers should furnish/enclose full technical details/literature, delivery period and confirm the terms and conditions attached with the tender.
13. **Those who are quoting on behalf of their foreign Principals should submit a Proforma Invoice of Foreign Principals in foreign currency.**

14. The Director, IPR reserves the right to accept or reject any offer in full or part thereof without assigning any reason thereof.

## **INSTRUCTIONS TO BIDDERS AND COMMERCIAL 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 tender 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 along with the bid covering letter, all in duplicate.
5. **QUOTATION:**

After the pre-bid meeting, IPR shall issue the final tender documents only to the parties who have attended the pre-bid meeting. Quotation should be submitted **in two parts, i.e. Tender Fee, EMD, Technical Bid & Commercial Terms and conditions (Part-A)** and **Price Bid (Part-B)**. The due date for submission of tender will be mentioned in the final tender documents.
- 5.1 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 **Octroi:** Octroi is not applicable in our case.
11. **Delivery Time Schedule:** The delivery time scheduled mentioned in the technical specifications. If there is any deviation in the delivery schedule mentioned by IPR, the same shall be indicated clearly by the vendor in his bid.
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.20,000/- (Rupees Twenty thousand only) by way of Demand Draft from a nationalized/scheduled bank issued in favor 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.**

15. **Payment:**

15.1 10% 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 20% after approval of all related designs and drawings by IPR and on receipt of Bank Guarantee for an equivalent amount from a nationalized/scheduled commercial bank.

15.3 50% against delivery of material at IPR site, its verification by IPR representative and on receipt of Proforma Invoice in triplicate.

15.4. 20% 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.

Wherever, advance payment is involved, it will be paid only against submission of Bank Guarantee from a Nationalized 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, 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 fulfilment 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. **Safety requirements:** The Contractor/Supplier should take all precautions and utmost care to avoid breakage, damage, loss etc. to IPR properties while carrying out any job at IPR premises. If damage, breakage or loss is occurred to Purchaser's property while doing the work covered in this order, supplier will be responsible for making compensation to the Purchaser
26. **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.
27. **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.
28. **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, 1940 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.
29. **Permits and Licenses:** The Contractor shall secure and pay for all permits and license 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.

30. **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.
31. **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.
32. **Test Certificate:** Wherever required, test certificates should be sent along with the dispatch documents.
33. **Secrecy:**
  - 33.1 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.
  - 33.2 The contractor shall use his best endeavors 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.
34. **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 fulfillment of the contract.
35. **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.
36. **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.
37. **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.
38. Late/delayed tenders will not be accepted. Incomplete tenders may be rejected at the discretion of IPR.

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