

INTER - UNIVERSITY ACCELERATOR CENTRE

**(An Autonomous Centre of UGC)
Aruna Asaf Ali Marg, New Delhi - 110067**

NOTICE INVITING E - TENDER

Tender Number : IUAC/NIT/07/MVSB/2021-22

Dated : 25/06/2021

Inter - University Accelerator Centre (IUAC) invites online bids on behalf of the Director IUAC, New Delhi through e-procurement Portal under two bid system, viz., Technical and Financial bids, from eligible / experienced parties for the work/supply of Liquid Nitrogen on rate contract basis for a period of initially for one year which will be extended by two more years.

Tender Documents may be downloaded from Central Public Procurement (CPP) Portal free of cost <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement portal should enroll / register before participating through the website <https://eprocure.gov.in/eprocure/app>. Bids should be submitted online only at website: <https://eprocure.gov.in/eprocure/app>. Tenderers / Contractors / Bidders are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

Only bids received through e-procurement portal will be considered for opening. Bids not covering full scope of work/supply of the products/goods will be rejected and only complete bids will be considered. IUAC reserves the right to accept / reject any / all tenders in part / full without assigning any reasons whatsoever, and the decision of IUAC in this regard will be binding on all the bidders.

As per notification no. F/9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, Department of Expenditure, Govt. of India, bidders have to submit “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents”. Tenderers registered with MSME/NSIC (the unit being registered for the item/work tendered)are required to upload copy of valid registration certificate in the website <https://eprocure.gov.in/eprocure/app> along with technical bid.

Bidders are advised to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard .XLS BOQ Format with the tender document, then the same is to be downloaded and to be filled and submitted online without modifying the format. **If the BOQ file is found to be modified by the bidder, the bid will be rejected.**

Any Corrigendum / Amendments in respect of above tender shall be issued on website <https://eprocure.gov.in> and www.iuac.res.in only. Bidders should take into account any corrigendum published on the tender document before submitting their bids.

The Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reasons thereof.

E - TENDER DOCUMENT

Name of Work / Supply	Supply of Liquid Nitrogen on rate contract basis for a period of one year which may be extended for two more years
Tender Number	IUAC/NIT/07 /MVSB/2021-22
Performance security deposit	Rs.1,50,000
Earnest Money Deposit	NIL
Tender Document Fee	NIL
Bid Submission End Date and Time (Part - A and Part - B)	12/07/2021 at 03:00 P.M.
Technical Bid Opening Date (Part - A)	13/07/2021 at 03:30 P.M.
Price Bid Opening Date (Part - B)	To be intimated later on to the technically qualified bidders
Contact Person	Administrative Officer (S&P) E-mail: iuacstores@gmail.com Phone: 011-24126018, 24126022.

TENDER FORM

To

The Director
IUAC,
Aruna Asaf Ali Marg,
New Delhi 110067

Dear Sir,

I/We have read and examined the following Tender Documents relating to the supply of Liquid Nitrogen on rate contract basis for a period of one year which may be extended for two more years on same terms and conditions on mutually agreeable basis at the site IUAC Campus at Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi -110067

- Registration process on CPP portal for online bidding, searching for tender documents, preparation of bids, submission of bids & assistance to bidders
- Instructions for Online Bid Submission
- Special Instructions to Bidders for Registration with Competent Authority
- Scope of work
- General Terms & Conditions of Contract
- Special Terms and conditions of Contract
- Annexures
- Price Bid

I/We hereby offer to execute the work complete in all respects specified in the underwritten Memorandum within the time specified therein, at the rates specified in the Price Bid and in accordance with the specifications and instruction in writing referred to in the condition of tender.

Tenderers Signature and Seal

REGISTRATION PROCESS ON CPP PORTAL FOR ONLINE BIDDING

- 1** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
Bidder who registered already may skip the registration process and login to site through their user ID/Password
- 2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.
- 5** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2** Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important

Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: Bidder should take into account any corrigendum published on the tender document before submitting their bids.

INSTRUCTIONS FOR SUBMISSION OF BIDS

1. The tender documents are available on our website www.iuac.res.in & www.eprocure.gov.in.
2. Tender documents may be downloaded from IUAC’s website www.iuac.res.in and CPPP site <http://s://eprocure.gov.in/eprocure/app> as per the schedule as given in the tender document.
3. The tender shall be submitted online in two parts, viz., Technical bid and Financial (price Bid)bid.
4. The offers submitted by hand/Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.
5. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature and content of the documents before uploading.
6. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
7. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
8. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
9. Bidders are requested to note that they should necessarily submit their financial (price Bid) bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
10. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
11. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
12. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
13. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and

the date & time of submission of the bid with all other relevant details.

14. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

15. Not more than one tender shall be submitted by one contractor or contractors having business relationship.

Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

16. The bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

17. Bids will be opened as per date/time as mentioned in the **Tender Document**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated.

18. Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and has acquainted him of the nature, scope and specifications of the items to be followed.

19. The tenderer shall submit all documents after duly filling the same in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.

20. Tenders shall be submitted ON-LINE, it shall be signed by one who has been authorized by the board of director /director / manufacture/ firm owner /their authorized agents through a resolution/ authority letter. Copy of the resolution/ authority letter in favor of the person signing must accompany the tender.

21. Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

22. Code of Integrity for Public Procurement

IUAC requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	Anti-competitive practice	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels

(f)	Conflict of interest	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain
(g)	Obstructive Practice	materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information.

ASSISTANCE TO BIDDERS

1. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
2. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
3. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

(Seal & Signature of bidder/tenderer)

SPECIAL INSTRUCTIONS TO BIDDERS FOR REGISTRATION WITH COMPETENT AUTHORITY

Bidders Registration

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 2) **“Bidder”** for the purpose of this tender (including the term 'tenderer', 'consultant' 'vendor' 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 person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) **“Bidder from a country which shares a land border with India”** for the purpose of this tender 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
- 4) **“The Beneficial owner”** for the purpose of (3) above will be as under:
 - i) 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(s), 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 per cent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint the 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;
 - ii) 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;
 - iii) 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;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall including identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest 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.

- 5) “Agent” for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

- 6) In works contracts, including turnkey contracts, contractors 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.

***Please note that the bidders shall provide the mandatory Certificates in the following formats on their registered Company's letter heads:**

Certificate for Tenders involving procurement

“I/We have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that we are not from such a country or, if from such a country, have 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/we hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the competent Authority shall be attached.]”

(Seal & Signature of bidder/tenderer)

Scope of work for the Supply of LN₂ Annual on Rate Contract Basis

Two vertical LN₂ Storage Tanks of **20,000 lit.** capacities are in regular use at Inter-University accelerator Centre, New Delhi. Supplier's responsibility will be to fill these tanks as and when required on IUAC's request. Following are the specific conditions with respect to the order to be placed with the supplier under contract.

- 1. Annual contract for supply of liquid nitrogen of purity 99% or better and the approx. quantity 2 to 5 lakhs liters (approx.) per year. An average filling frequency being 3 times a month on regular basis and 8 times a month when the continuous experiments are running which may for a period of up to 4 months or more.**
2. The quantity of approx. 10,000 lit per every supply at IUAC site as and when required. Request will be made through telephone / e-mail which should be executed within 48 hours of request in mutually agreeable time schedule. Frequency of filling can vary depending upon the experiment schedule of IUAC such that **1 filling per month to 8 fillings per month. May increase or decrease.**
3. Delivery of LN₂ should be done from the supplier's tanker through vacuum jacketed insulated flexible hose with suitable matching end connection provided with tanks at IUAC. Supplier should check the end fitting compatibility at IUAC site prior to the acceptance of order.
4. Filling should be done at optimized pressure by experienced people from vendor's side to ensure minimum flash loss. The tanker should be maintained at lowest possible pressure and may be increased depending up on the filling requirement at site. Our tanks are operated at low pressure of 50 psig. max.
5. Filling arrangement with required tools and related work will be the sole responsibility of supplier.
6. Payment towards the quantity received will be done on the basis of **Weight difference** of tanker before and after filling. Measurement of the weight shall be done at any nearby weigh bridge before entering the site and also after filling in front of IUAC designated personnel. **The weight measured will be taken into account, whichever is less the one among the supplier's dispatch documents and measurements done at the time of decanting to our tanks.** The documents to be verified at the main gate by IUAC security office and the original documents, along with the weight slip, showing the total quantity transferred to IUAC tank, shall be submitted. Net weight will be converted in to liters of liquid received, considering the **density as 1.24 kg/ lit.** This should match with the volume-level rise in the tank filled. Variation of maximum of 20 % of total quantity, on account of flash loss, will be allowed. Additional loss incurred will be deducted from the total quantity claimed. Payment for the each filling will be done after the bills submission of that particular filling.
7. **LN₂ transfer has to be carried out only during working hours in presence of staff assigned by IUAC and will not be normally allowed during holidays and nights due to restriction by safety reasons.** Scheduling the transport to IUAC site to be done according to the traffic rules existing for the locality (No entry Timing). Any kind of waiting charges shall not be claimed for the same. Supplier's Tanker should have the valid permit on road for transport of the Liquid Nitrogen with documents and should follow the traffic rules to avoid any delay in meeting the schedule of supply. Tanker should have all safety features as well as self pressurization unit to increase the pressure required for the filling. Safety of the personnel while transporting and transferring of LN₂ to IUAC tanks, will be the sole responsibility of the supplier.

8. **Basic price should be quoted in LN₂ per litter basis inclusive of transport charges. GST to be mentioned separately. Price comparison will be done on the total of all 3 unit prices of each year including GST.**

9. **Invoice towards each supply shall be accompanied by 'weight measurement slip' and 'RTGS/NEFT detail form' for payment. All papers related to payment shall be sent in original. If the source of supply are from different locations, their addresses are to be mentioned specifically and no extra charges will be applicable.**

(Seal & Signature of bidder/tenderer)

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. **Submission of Tender:** Tenders should be uploaded on CPP portal in two parts separately, i.e. "Technical Bid" (Part-A) and "Price Bid / BOQ" (Part-B). No other mode of submission will be accepted.
Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on our website: www.iuac.res.in. Therefore bidders are advised to keep visiting our website.

2. **Technical Bid (Part-A) :** In this bid, the bidder shall upload the scan copies of the following essential documents to qualify the Technical bid (Pre-qualification Criteria) for the said item:
 - Tender Acceptance letter on Company's Letter Head duly signed & stamped by the bidder as acceptance of all terms & condition of tender as per Annexure I
 - Profile of the tenderer on letterhead as per Annexure -
 - Copy of the audited statements/ turnover certificate of the past three financial years ending 31/03/2020. To support the claim, provide a Certificate of CA. The average annual turnover of the bidder during the last three financial years should be at least Rs.50,00,000/-
 - Copies of PAN no., GST Reg. no.
 - Copies of work orders and completion certificates of at least one supply order of value not less than Rs. 40 lakh **or** two similar supplies, each of value not less than Rs. 25 lakhs **or** three similar supplies, each of value not less than Rs. 20 lakhs during the last 5 years ending 31st March, 2021. Similar supply means "Supply experience in Government organizations, Govt. Autonomous/Research organizations OR Public limited Company / organizations for bulk supplies including private sector.
 - Undertaking for Site Visit has to be submitted as per Annexure – II & Bid Security Declaration
 - Undertaking on a letterhead as per Annexure - that firms have not been banned/blacklisted by any authority/Ministry/Department in the past.
 - Code of Integrity Pact Certificate as per Annexure-IV
 - Copy of the OEM authorization certificate from the manufacturer duly signed in ink.

(ii) Price Bid (Part-B):

In this bid, the bidder is required to quote his item rates in the BOQ formed in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, and all applicable Govt. Duties, **excluding GST (payable separately as/if applicable)**, levies & taxes, transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor.

Further, nothing extra in rates will be considered due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to be considered them as zero and accepted. No further compensation on that item can be considered later. The bidders should quote unconditional rates.

GST shall be paid as per GOI notification Nos. 45/2017 & 47/2017 dated 14/11/2017. The exemption certificate shall be provided at the time of issue of Work Order.

2. **Opening and Evaluation of E-Bids:**
 - a. The E-bids shall be opened on-line. The price bid of only technically qualified bidders/tenderers will be opened.
 - b. In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
 - c. Since E-bid is an online process, the E-bid opening or any other process may be delayed due to any

technical/server issue. If any such issue arises, this will not be tantamount to process delay and IUAC will not be responsible for the same.

d. On opening of bids online, accepting the bid would not mean that the firm is technically or financially qualified.

3. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 90 days from the date of opening of Technical bid. No tenderer can withdraw/or modify his tender or revoke the same within the said period of 90 days. If a tenderer on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 90 days his performance security deposit shall stand forfeited and action will be taken as per Bid Security Declaration. The validity of accepted rates is extendable for a period of 180 days from the date of issue of Award Letter, with mutual consent of both the parties.

Duration of the Rate Contract:

The annual rate contract will be awarded initially for a period of one year with a provision of two extensions. Price shall be quoted for three years separately as per BOQ. The contract time shall be reckoned from the date of issue of letter of acceptance or the specific date indicated in the letter of acceptance.

3. **Escalation:** No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.
3. **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.
4. **Performance Security:** The successful tenderer shall be required to deposit Performance Security Deposit of Rs.1,50,000/- (for 1st year) in the form of bank guarantee valid for a period 1st year of the rate contract. In case of extension, the tenderer shall be required to deposit fresh Performance Security Deposit of Rs.1,50,000/-.
5. **Site Conditions:** Contractor shall acquaint himself fully with the site conditions and the working environment of IUAC before quoting his rates. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work. (The bidder should signed undertaking as per Annexure –II enclosed in tender)
6. **Correspondence:** All the correspondence in respect of tender/award of work shall be made to A.O. (S&P), IUAC, Aruna Asaf Ali Marg, New Delhi-110067.
7. **Terms of Payment:** The payment shall be made on timely submission of the bills in proper format by the contractor after due certification by the IUAC engineer responsible for supervision of the work. TDS and other Statutory deductions will be applicable for every payment.
8. **Penalty:**
If the supplier fails to supply Liquid Nitrogen within stipulated time for the uninterrupted LINAC operation for the ongoing experiments as per the clause No. 2 in scope of work or if the quality of Liquid nitrogen is not as per the approved/required norms, then IUAC shall be free to make necessary procurement of the same from any other source at the suppliers risk and the difference of market rate and approved rate will be recovered from the pending payment or from the performance security deposit.
9. **Labour Laws:** The contractor will abide by all the rules and regulations related to labour laws,

accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. IUAC will not be a party at any stage in any of the disputes relating to the above. In case, IUAC has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.

Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution.

10. Rules governing the Contractor's employees working in the IUAC Premises:

Contractor will take due permission for entry of all his workmen in IUAC. No unauthorized person will be allowed to work inside IUAC campus. The contractor's employees working inside the IUAC campus will abide by the Centre's rules & regulations for works inside the campus. Any damage to the IUAC property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.

11. Force Majeure:

The right of the contractor/supplier to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor/supplier, including not limited to acts of God, Pandemic, or of the public enemy, restraints of a sovereign state, firms, wars, fires, epidemics, quarantine restrictions, floods, unusually severe weather. If a Force Majeure situation arises, the supplier/contractor shall promptly notify along with the justification/reasons well in advance to the Director IUAC for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the IUAC, Director will be final and binding on the supplier/contractor.

12. Jurisdiction:

Notwithstanding any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi., where this contract is to be signed on behalf of and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

13. Tender liable to rejection:

Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of tender document and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited. Tenders shall also be liable for rejection on any of the following grounds:-

- i. Tenders containing remarks uncalled for.
- ii. Conditional tenders
- iii. Tenders not submitted on prescribed Proforma.
- iv. Telegraphic / Fax/ Postal tenders.
- v. Tenders submitted late
- vi. Tenders with NIL consideration
- vii. Not submitted required documents as per tender

14. Correspondence:

Tender must mention their postal address and telephone number(s) of the Chief Executive/ authorized agent or attorney in the tender. The tender submitted by the tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone

number(s) after reasonable search in which event earnest money may be forfeited by the IUAC.

15. IUAC not to assign any reason for rejection of tender:

Director, IUAC hold absolute discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.

16. Amendment in tender documents:

IUAC reserve the right to revise or amend the Bid Documents upto the date prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.

17. IUAC will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.

18. IUAC does not bind itself to accept the lowest or any tender and reserves the right to reject any of all tenders without assigning any reason.

19. The notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the IUAC.

20. Termination for Insolvency

IUAC may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

21. IUAC also reserves the right to change the quantities of the units while issuing the letter of award of work.

SPECIAL TERMS AND CONDITIONS OF CONTRACT /WORK

1. CARRYING OUT OF WORK

All the work shall be carried out in accordance strictly as per the specifications given in the tender to the total satisfaction of the Institute

2. CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORKS

The contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of IUAC from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

3. SPECIFICATIONS:

During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant codes to avoid accidents/damages to man, machines and buildings, at his own cost. If specifications for an item of work are not covered as per approved Specifications of tender, the same shall be decided by the Institute and shall be binding on the contractor.

4. AGENCY'S RISKS

All risks of loss of a or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the contractor.

5. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

If it shall appear to IUAC, or our representatives, that any work has been executed with unsound, imperfect or unskillful workmanship **then the contractor shall be liable to pay compensation**

If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.

No material belonging to the contractor whether consumable or non-consumable should be brought inside the IUAC campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre. Material delivery challans duly entered at the main gate shall to be submitted. It shall always prevail, unless otherwise specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the contractor without any reservation.

6. If during the execution of works, any damage is caused to IUAC property by contractor's workers, contractor will duly make good the loss. IUAC has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.

7. During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant codes to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.

Seal & Signature of Contractor

ANNEXURE 1

TENDER ACCEPTANCE LETTER (To be given on Bidders/ Company Letter Head)

Date: _____

To
The Director
Inter-University Accelerator Centre
Aruna Asaf Ali Marg
New Delhi-110 067.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. We hereby certify that we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and we shall abide hereby by the terms / conditions / clauses Contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with
Official Seal)

This certificate shall be furnished duly signed & stamped with **Techno-commercial Bid.**
Annexure - II

Certificate/ Undertaking

This is to certify that we have visited the site where supply of Liquid Nitrogen on rate contract basis initially for a period of one year which may be extended for two more years on mutually agreeable basis at the site IUAC Campus at Inter-University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi -110067 on and assessed the actual situation & nature of site. We have also assessed the amount of work involved at site for tendered work before submitting our offer. We will be able to complete the above work within stipulated time as per site conditions.

We further undertake that no extra cost will be claimed by us later-on for any difficulties/ modifications involved during the execution of tendered works. We understand that work is to be executed in an already operational/ functional institute.

(Signature of the Bidder, with Official Seal)

PRICE BID

(Price should be quoted in the standard BOQ format of this tender, Incomplete price bid will be rejected)

Tender Inviting Authority: INTER UNIVERSITY ACCELERATOR CENTRE

Name of Work/Supply: Supply of Liquid Nitrogen on Annual Rate contract basis for a period of one year which may be extended for two more years on same terms and conditions on mutually agreeable basis.

Sl. No.	Item Description	Tax In %	Quantity in Liters	Unit price (including labor, Transportation and all other charges)		
				1st Year	2nd Year	3rd Year
1	Supply Liquid nitrogen of better than 99 % purity at IUAC site		1	Rs.	Rs.	Rs.
2	GST			Rs.	Rs.	Rs.
3	GST up on exemption certificate			Rs.	Rs.	Rs.
4	Total price on adding 1 & 2			Rs.	Rs.	Rs.
5	Total price on adding 1 & 3			Rs.	Rs.	Rs.

Price comparison will be done on the total of all 3 unit prices of each year including GST. The maximum quantity estimated for every year consumption is of 5 lakhs lit per year.

Annexure-III

BID SECURING DECLARATION FORM

Tender/Bid No.:

Date:

To
The Director
IUAC, New Delhi

Dear Sir,

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We,

- a** have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b** having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) 28 days after the expiration of the validity of my/our Bid.

Signed:

Name:

Dated on _____ day of _____

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE-IV

Format for declaration by the Bidder for Code of Integrity & conflict of interest (On the Letter Head of the Bidder)

No: _____

Date _____

To,
The Director IUAC
New Delhi

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as in your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature

(Name of the authorized signatory)

Company Seal

Annexure-V

(Undertaking on a Letterhead)

I / We (bidder) hereby give an undertaking that:

1. I / We have not been blacklisted / on holiday list / debarred during last three years by any Govt. Department/Govt. Autonomous Body/Institution, etc.;
2. I/We do not have any dispute with any of the Govt. Departments/ Govt. Autonomous Bodies/Institutions, etc.;
3. I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Departments/ Govt. Autonomous Bodies/ Institutions;
4. I/We have not submitted any fake/forged certificates/ documents and later, if any such 'Certificates/Documents' found to be fake/ forged or contains willful wrong/incorrect information, suitable legal actions may be initiated against me/us/agency and the agencies / bidders shall be debarred from tendering with the Institute.
5. I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the IUAC and the agencies / bidders shall be debarred from tendering with the Institute.

Seal and Signatures of the Authorized
Person of the Agency

Name and designation of the
Authorized Person of the Agency

Place:

Date:

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR: Supply of Liquid Nitrogen on Annual Rate Contract
at IUAC Campus, New Delhi.**

Sl. No.	Documents asked for	Page number at which document is placed
1.	Tender Acceptance Letter	
2.	Signed copy of Tender document	
3.	Price Bid as per the format	
4.	Self-attested copy of the GSTIN& PAN card issued by the Income Tax Department.	
5.	Proof of experiences/supply orders of last five years ending 31 st Dec. 2020 as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
6.	Annual turnover of last three financial years ending March 31 st 2020 duly certified by the Statutory Auditors.	
7.	Bid Securing Declaration Form	
8.	Site visit certificate/undertaking	
9.	Declaration of code of integrity	
10.	Any other documents, if required.	

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.