

INTER-UNIVERSITY ACCELERATOR CENTRE

**(An Autonomous Centre of UGC)
Aruna Asaf Ali Marg, New Delhi-110 067**

NOTICE INVITING E-TENDER

TENDER NO: IUAC/NIT/59/BKG/2019-20

Dated: 14/02/2020

Electronic bids are invited through E-Procurement Portal under two bid systems from eligible / reputed parties for the work “**Annual Rate Contract for Supply of High Purity Helium (99.999%) Gas**” At IUAC, New Delhi - 110 067.

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> and www.iuac.res.in

Aspiring Bidders who have not enrolled / registered in e-procurement portal should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>

Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderer/Contractors 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 document.

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

Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable. The Earnest Money Deposit shall be in the form of demand draft issued in favour of “Inter-University Accelerator Centre, New Delhi” and it should be deposited in IUAC before the bid opening. Bidders registered with MSME/NSIC are exempted from payments of EMD & tender fee. Copy of valid registration certificate should be uploaded.

Bidders are requested 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 BOQ format with the tender document, then the same is to be downloaded and to be filled and submit it 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 IUAC website www.iuac.res.in and website <https://eprocure.gov.in> only. Bidders should take into account any corrigendum published on the tender document before submitting their bids.

E-TENDER DOCUMENT

Name of Work	Annual Rate Contract for Supply of High Purity (99.999%) Helium Gas” At IUAC, New Delhi - 110 067.
Tender No.	IUAC/NIT/59/BKG/2019-20
Tender Value/Estimate	Rs. 452000 (Rupees Four Lacs and Fifty Two Thousands only)
Earnest Money Deposit	Rs.9000/- (Rupees Nine Thousands only)
Bid Submission End date	March 05, 2020 at 3.00 p.m.
Technical Bid (Part-A) Opening Date	March 06, 2020 at 3.30 p.m.
Price Bid (Part-B) Opening Date	To be intimated later.
Tender Cost	Rs. 500/- (Rupees Five hundred and Ninety only)
Contact Persons	M. B. Joseph, Administrative Officer (S&P) e-mail: joseph@iuac.res.in Bishamber Kumar, E-mail- bkg.iuac@gmail.com , Ph- 011-24126018 / 6022

GENERAL CONDITIONS OF TENDER:

1. **Submission of Tender** : Tenders should be uploaded in CPP Portal in two Parts separately i.e. "Technical bid" (Part-A) and "Price bid" (Part-B).

No other mode of submission will be accepted. **Any clarifications / amendments / corrigendum 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 should upload his company profile, history and structure of firm, name of directors/partners/proprietor with technical staff, list of plant, machinery & tools in his possession, copies of work orders successfully executed during the last seven years.

The following essential documents are required for technical qualification:

(a) Earnest Money Deposit.

b) Copies of Work Orders of similar “ Annual Rate Contract Supply of High Purity (99.999%) Gas” successfully executed during the last 7 years for reputed Public Ltd. Companies, Public Sector, Govt. Institutions and autonomous bodies in the following manner :

Three similar works, each of value not less than Rs. 1.8 lacs.

OR

Two similar works, each of value not less than Rs. 2.26 lacs.

OR

One similar work of value not less than Rs. 3.6 lacs.

Satisfactory work completion certificate with contract details for the work order should be uploaded for eligibility. The work order and completion certificate should be for the same work.

c) Copy of GST Registration Certificate.

d) Tender acceptance letter (attached Annexure - III) on bidder's letter head duly signed & stamped by the bidder as acceptance of all terms & condition of tender

e) Undertaking stating that “ I undertake that I have visited the place where the gas will be delivered. I am ready to deliver the gas in lot of Five or More cylinders in the quoted price.

IUAC reserves the right to inspect the sites/work places as claimed by the bidders in the technical bid, where they have executed similar works successfully.

3. **Price Bid (Part B)** : In this bid the bidder is required to quote his items rates/prices for the works mentioned in the standard BOQ format which is part of this tender. Prices shall also include scope / works mentioned in the scope of work, General & technical details / specifications. The rates/price should be inclusive of all material cost, labour, services, charges for the plant / machinery / tools & tackles required for work, freight, transportation, loading, unloading, shifting, Insurance, Govt. duties, **Excluding GST**, levies etc. up to IUAC site basis.

IUAC is exempted from GST and custom duty. Exemption certificate shall be provided by IUAC wherever applicable.

It is mandatory on bidder to quote all item rates as asked for in the BOQ / PRICE schedule. Failure to adhere to this condition will lead to rejection of tender. The bidders should quote unconditional rates.

4. **Earnest Money Deposit:** An earnest money of Rs 9000 /- (Rupees Nine thousands only) has to be submitted at IUAC before opening the Technical bid (Part A). The EMD shall be only in the form of Bank Draft payable to **Inter - University Accelerator Centre payable at New Delhi**. Tender without EMD will be rejected. EMD of technically disqualified bidders will be returned within 15 days from the date of evaluation of the technical bids. The refund of EMD to the unsuccessful bidders onward shall be made within 15 days from the date of opening of price bid. The refund of EMD of the successful lowest bidder (L1) shall be held back with centre as a part of security deposit and will be released after completion of the works and site clearance.
5. **Exemption from EMD:** Companies registered with National Small Scale Industries Corporation (NSIC) and Micro, Small & Medium Enterprises (MSME) will be given relaxation as per Govt. rules. Copy of relevant exemption certificates shall be uploaded.
6. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 120 days from the date of opening of price bid.
7. **Escalation:** Rates shall be firm. No escalation over and above items rates quoted by the bidder shall be paid till the completion of work under any circumstance.
8. **Performance Security:** The tenderer whose tender is accepted, will be required to furnish performance security deposit of 5% (Five Percent) of the tendered amount in the form of Bank Draft / Bank Guarantee / FDR from a nationalised/scheduled bank in favour of Inter-University accelerator Centre, at New Delhi, within the period of 15 days from issue of LOI/PO, which ever is earlier.. If tenderer fails to deposit the said performance security within the period as indicated, the Earnest Money deposited by the tenderer shall be forfeited automatically without any notice to the tenderer and without prejudice to any other right or remedy. Performance guarantee shall be valid throughout the agreement period and 3 months beyond. IUAC shall not be liable to pay any bank charges, commissions or interest. Performance Security shall be returned to the bidder after satisfactory execution of the order and taking over the systems by IUAC.
9. **Terms of Payment :** 100 % payment shall be made after pro rata supply of gas and submission of bill with challan.
10. **Completion time:** One Year from the issue of PO. Same may extended for two successive years on satisfactory performance, on same rate, terms and conditions and on mutual agreement of both the parties. However the intimation for supply of required gas will be given to bidder by email. The bidder has to collect the empty gas cylinders within 3 days and deliver the same refilled cylinders within 5 days of collection date. In case of any delay the L.D. As per clause 19 will be applicable.
11. **Scope of Work :** Detailed terms and conditions, scope of work (Annexure - I) etc. are enclosed with this NIT.
12. **Deviations:** No deviation from the stipulated terms and conditions will be acceptable. Tenders should be unconditional. Technical discrepancies **if any, are to be mentioned in**

"Part-A" only and such exclusion will be price loaded for comparison purposes and for evaluation of L1 at the discretion of evaluation committee. It is therefore in the interest of the bidder not to have any exclusion which will have a unfair price advantage to the concerned bidder.

13. **Site Conditions** : Contractor shall acquaint himself fully with the site conditions and the working environment of IUAC before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the works.
14. **Correspondence** : All the correspondence in respect of tender / contractual obligation shall be made to A.O.(S&P), Inter – University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi-110067.
15. **Guarantee/Defect liability period** : The gas shall provide guarantee for the purity of the gas supply.
16. **Labour Laws**: The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, ESI, EPF, 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, any liability arises due to non-conformance by the contractor, under no circumstances IUAC will be liable for the same.
17. **Rules governing the Contractor's employees working in the IUAC Premises**: The contractor's employees working inside the IUAC campus will abide by the IUAC conditions. Any damage to the IUAC property due to mishandling, carelessness on the contractor or his workman part will be recoverable from the contractor's bills.
18. **Tender rejection** : IUAC reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the Centre in this regard will be binding on all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. **Director, IUAC reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.** Issue of bid documents does not automatically mean that the bidder is considered for the bid. No claim towards rejection will be considered.
19. **Liquidated damages**: In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of liquidated damages Rs 100/- per cylinder per day will be deducted subject to a maximum of Rs1000/- per cylinder per day. of the total cost excluding GST. However, in case the works are delayed beyond the scheduled completion/ contract period. IUAC reserves the right to get the work done by any other contractor at the risk and cost of the contractor and the amount along with 10 % overhead to the affect will be deductible from his bills/dues.
20. **Subletting** : The contract shall not be assigned or sublet without the written approval of the IUAC.
21. All the employees will have to be covered under insurance against any personal accident and IUAC will not be liable for payment of any compensation on that account.
22. During execution of work, the contractor should follow all standard norms of safety

measures/precautions to avoid accidents/damages to man, machines and buildings. Non-adherence of this clause, suitable fines, as decided by the Director, IUAC shall be imposed.

23. **Challan** : 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 centre. **List of all inwards / outwards challan to be maintained by the contractor with a copy mark to IUAC Engineer.**
24. **Termination of Contract:** The Director, IUAC reserves the right to terminate the contract on account of poor workmanship, failure to mobilise the site within 30 days, non-compliance of set norms/ specifications for the works, delay in progress of work, violation of any contract provisions by the contractor. In such case the contractor is liable to pay liquidated damages @ 10% of tendered value besides performance security / EMD.
25. **Resolution of Dispute:** All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the contractor out of the panel of three persons nominated by the Director IUAC, and his decision /award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. Any dispute arising out of this contract will be subjected to jurisdiction of New Delhi/Delhi.

Accepted
(Signature of bidder)

Special Conditions : (Annexure-I)

- 1.The gas shall be refilled at pressure of 140 bar minimum in 47-50 litre water capacity cylinders provided by IUAC.
- 2.The quantity mentioned above is the total annual required estimated quantity. The same was the requirement of the centre for the Year 2019. The consolidated Purchase order for the quantity mentioned in BOQ will be placed initially. However the gases shall be delivered in small lots of 5 (Five only) or more cylinders as per requirement and when the cylinders are empty. However efforts will be made to procure the cylinders in bigger lots to minimise the transportation cost.**
3. The successful bidder shall collect the empty cylinders within 24 hours of intimation by IUAC on phone and filled same cylinders shall be returned to IUAC within 5 days.
4. Empty cylinders shall be taken after gate pass for the same is issued by IUAC and signed by both the parties. Bidder shall give the empty cylinder receipt against each cylinder. Filled cylinders shall be returned along with proper bidder's challan after entry made in register at IUAC gate.
5. Gas purity certification / test for each lot of supply shall be submitted with the supply lot of cylinders. The cost for same shall be born by the successful bidder.
6. The prices shall be quoted for the each refilled cylinder. The prices shall be inclusive of charges for gas, cylinder processing if any, loading / unloading, handling charges, labour, to and fro transportation charges etc.
- 7.The rates quoted shall be valid and firm for one year. No escalation in rates will be provided except changes in GST if any.
8. The rate contract shall be placed initially for one year. Same may be extended for successive years on same rates, terms and conditions, if mutually agreed by both the parties.
9. Rates shall be quoted for all the items. Price Bids with Part filled rates shall be liable for rejection.
10. Quantity mentioned is estimated. Payment will be made on actual supplied quantity.

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

(ANNEXURE - III)

Date: _____

To

The Administrative Officer (S&P)
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