

## **INTER - UNIVERSITY ACCELERATOR CENTRE**

(An Autonomous Centre of UGC)

Aruna Asaf Ali Marg, New Delhi - 110067

### **NOTICE INVITING E - TENDER**

**Tender Number : IUAC/NIT/ 09/KSG/2021-22**

**Dated : 08/07/2021**

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 supply of **“Turbo molecular pump with accessories as per Annexure A”**.

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](http://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.

## **INSTRUCTIONS TO BIDDERS**

### **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](http://www.iuac.res.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in).
2. Tender documents may be downloaded from IUAC’s website [www.iuac.res.in](http://www.iuac.res.in) and CPPP site <http://www.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:

<b>Sr. No.</b>	<b>Term</b>	<b>Meaning</b>
(a)	<b>Corrupt practice</b>	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)	<b>Fraudulent practice</b>	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

(c)	<b>Collusive practice</b>	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)	<b>Coercive practice</b>	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)	<b>Anti-competitive practice</b>	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)	<b>Conflict of interest</b>	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)	<b>Obstructive Practice</b>	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) 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.
- 2) 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 Help desk. The contact number for the help desk is 1800 3070 2232.

## E - TENDER DOCUMENT

Name of Work / Supply	<b>Supply of Turbo molecular pump with accessories as per Annexure A</b>
Tender Number	IUAC/NIT/09/KSG/2021-22
Tender Value / Estimate only	Rs. 9,00,000/- (Nine lakhs)
Earnest Money Deposit	NIL
Tender Document Fee	NIL
Bid Submission End Date and Time (Part - A and Part - B )	29/07/2021 at 3.00 p.m.
Technical Bid Opening Date ( Part - A )	30/07/2021 at 3.30 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: <a href="mailto:iuacstores@gmail.com">iuacstores@gmail.com</a> Phone: 011-24126018, 24126022.

### General Terms and Conditions of the Tender :

1. **Submission of Tender :**

Tenders should be uploaded on CPP Portal in two parts, i.e., Technical Bid (Part - A) and Price Bid / BOQ (Part - B).

2. **Technical Bid ( Part - A ) :**

**Prequalification of the bidder**

Only Original Equipment Manufacturer (OEM) or their authorized (sales and service) representatives are eligible to quote. The authorized representatives shall have to submit the certificate of authorization from the OEM along with the BID. The bidder should be indigenous supplier.

The bidder must be an internationally reputed firm/company/manufacturer or their representative of High Vacuum system, who has supplied similar type of Turbo Molecular Pumps to the internationally reputed laboratories worldwide and in India and carried out similar work in the laboratories worldwide. In case of any bearing failure of the Turbo Pump during the operation, the replacement of the same should be possible at customer site. The bidder has to demonstrate the replacement of Turbo Pump bearing at IUAC within 30 days of the opening of technical bid and before opening of the price bid.

Only Original Equipment Manufacturer (OEM) or their authorized (sales and service) representatives/dealers are eligible to quote. No deviations in respect of NIT conditions are acceptable. In this bid, the bidder should upload the following documents :

1. Tender Acceptance Letter (written on company letter head, duly signed and stamped.) as per format provide in **Annexure B**, as a token of acceptance of the NIT conditions, with this bid.
2. Profile of the Tenderer as per **Annexure C**
3. Bid Security Declaration as per **Annexure D**.

4. Format for declaration by the Bidder for Code of Integrity & conflict of interest ANNEXURE-E.
5. Undertaking by the bidder as per Annexure G.
6. Check list for pre-qualification Bid as per Annexure H.
7. The authorized representatives/dealership certificate with authorization from the OEM.
8. The quoted item should be a standard catalogue product, displayed prominently in product catalogue / OEM website.
9. Details (Complete address with contact number) of the authorized service center in India for the quoted product.
10. **The Compliance form (Annexure I) duly filled confirming the technical and service requirements of the product.**
11. Drawings/ test results/catalogues/other technical specifications of the products indicating its ability to meet the technical specifications.
12. One copy of successfully executed purchase order having a minimum value of Rs. 5,00,000/- (Rupees Five lacs) for the supply of similar kind of system to reputed organizations, Govt. dept., Public sector & Autonomous bodies for minimum qualification in India in the last 4 years.
13. The bidder should not be blacklisted by any Government, or Government Department, whether in the Central/State/District levels across India. An undertaking in this regard as per Annexure-B be enclosed with the Technical Bid.

**Technical bids which are not confirming to the technical specifications will be disqualified.**

3. **Price Bid / BOQ ( Part - B ) :**

In this bid, the bidder is required to quote unconditional rates in the .XLS BOQ format provided with this tender. Quotes in INR will only be accepted.

The Indigenous suppliers quoting in INR should quote the rates all inclusive upto IUAC and excluding GST. IUAC is exempted from Customs Duty and GST and necessarily certificates shall be issued by IUAC along with the PO. The BOQ file must not be modified.

The following information to be provide along with Price Bid:

**After warranty repairing / service charges for onsite repair and for repairing in service centre.**

**List of spares (with approximate cost) that may be required for pump repairing.**

4. **Earnest Money Deposit:**

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 withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

5. **Validity of Tender:**

The rates quoted in the tender shall hold good for 90 days from the date of opening of the tender. The validity of the rates is extendable for a period of 180 days from the date of issue of award letter with mutual consent of both the parties. No 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 period of 90 days. No escalation of cost will be acceptable in any condition after opening of tender.

6. **Escalation / Deviation :**

No escalation or deviation shall be allowed till execution of order / contract.

7. **Performance Security**

The successful bidder has to submit a Performance Security in the form of bank guarantee /FDR of an amount

equal to 10% of total contract value valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations within a period of 10 days from the date of issue of LOI/Purchase Order. If tenderer fails to deposit the said performance security within the period as indicated, the order will be automatically canceled without any notice to the tenderer and without prejudice to any other right or remedy. The Performance Security shall be refunded to the supplier on completion of Guarantee/defect liability period and recording of completion of certificate by IUAC personnel.

8. **Testing and Demonstration:** -

The equipment must be tested and demonstrated by the supplier at IUAC within one month time period after delivery of goods at IUAC and the same will be put under operation to the satisfaction of the team of experts constituted by IUAC who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.

9. **Terms of Payment :**

90% of the payment shall be made after the delivery of all the goods at IUAC. 10% of the total payment shall be made after successful technical inspection and acceptance of all the components at IUAC. The payment process will be initiated on submission of the bills by the bidder and after due certification by the concerned IUAC personnel. All payments will be made after statutory deductions.

10. **Guarantee/Defect liability period:**

The supplied material should guarantee for the manufacturing / engineering defect and bad material/workmanship for a minimum period of one year from the date of acceptance of the goods by IUAC. During this period if any replacement, repairs/rectification of any of the supplied item etc. is needed, the supplier shall do the same free of cost to IUAC. If the equipment/ its part needs to be shipped to the service centre for repair/rectification during the guarantee period, the shipment charges should be born by the supplier. The supplier shall guarantee that all equipment shall work satisfactorily and that the performance and efficiency of the equipment shall not be less than the specified values.

11. **Timeline for supply:**

The material should be supplied within 150 days from the date of issue of Purchase order. Any delay in completion of the work/supply due to reasons attributable to the vendor / manufacturer is liable to liquidated damages as per clause 12 of this NIT. However, under the force-majeure conditions as per clause 13 of NIT, IUAC may grant suitable time extension for which vendor has to request along with the justification / reasons well in advance to the Director, IUAC for approval without any prejudice or price escalation.

12. **Liquidated damages:**

In case the delivery of the listed items is delayed beyond the specified delivery period for reasons attributable to the supplier, deductions on account of liquidated damages @ 1% per week subject to maximum of 10 % of the total order value will be deducted.

13. **Force Majeure:**

IUAC may grant an extension of time limit set for the supply items in case it is delayed by force majeure beyond the supplier's control. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, tsunami etc.), the direct and indirect consequences of wars (declared or undeclared), national emergencies, pandemics/epidemics, civil commotions and strikes (only those which exceeds a duration of ten continuous days) at successful Tenderer's factory. Apart from the extension of the time limit, force majeure does not entitle the successful tenderer to any relaxation or to any compensation of damage or loss suffered. The decision of the Director, IUAC will be final and binding for the bidder.

14. **Participation of IUAC Personnel:**



The IUAC personnel will witness and participate in the complete process of testing, demonstration and operation of the system.

15. **Final Acceptance:**

The final acceptance of the system is defined as successful completion of shipment, installation and acceptance tests at IUAC to substantiate compliance with the specification mentioned in annexure A.

16. **Correspondence :**

All the correspondence in respect of tender / contractual obligation shall be made to The Administrative Officer (S&P), Inter University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi - 110067. E-mail : [iuacstores@gmail.com](mailto:iuacstores@gmail.com), Phone : +91-11-24126018, 24126022.

17. **Tender Rejection :**

(a) Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reason whatsoever and the decision of the IUAC in this regard will be binding on all the bidders.

(b) Bids received by means other than e - procurement portal will be rejected.

(c) Only complete bids will be considered and incomplete bids will be rejected.

(d) If BOQ file is found to be modified by the bidder, the bid will be rejected. Only INR quote will be acceptable.

(e) Tenders not complying with any of the provisions stated in this tender document are liable to be rejected.

(f) If the General Terms and conditions are not accepted and not signed by the bidders, then the tender will be rejected.

(g) Tender will be rejected on non-submission of 'Bid Security Declaration'.

18. **Negotiations**

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder.

Counter offers tantamount to negotiations, shall be treated at par with negotiations

19. **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. **This notice inviting tender will form part of the contract agreement to be executed by the successful tenderer.**

**The contract shall be governed by the Indian Laws. Any dispute arising out of this contract will be subjected to jurisdiction of New Delhi / Delhi only.**

Accepted  
(Signature of Bidder)

## ANNEXURE – A

Detailed specifications for one set of Turbo molecular pump with accessories are as below:

Pumping Speed (N <sub>2</sub> )	≥ 650 lps
Inlet Flange Connection	DN160- CF-F type
Out let Flange connection	DN ISO- KF type
Cooling method	Air cooling
Mounting position	Any orientation
Power input	230-240 VAC / 50Hz, Single Phase
Ultimate Vacuum / pressure	≤ 6 x10 <sup>-10</sup> mbar
Compression Ratio N <sub>2</sub>	≥ 10 <sup>11</sup>
Electronics and other accessories	The pump should be supplied with suitable rack mountable display and control unit and necessary cables of ≥ 5 mtrs length, air cooling kit, venting valve, splinter shield.
Gas throughput at full rotational speed for N <sub>2</sub> :	≥ 6 mbar l/s.
I/O Interfaces	RS232/RS485/Remote
Type of Bearing	Magnetic bearing at High Vacuum Side & ceramic bearing at the bottom side <b>Note: The Bidder has to demonstrate Turbo Pump bearing replacement at IUAC within 30 days of opening of the technical bid and before opening of the price bid.</b>

# 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 'tender', '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:
  - 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(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;
  - 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 (i) or (ii) or (iii) 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 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.

“**An 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**

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 on procurement from a bidder of a country which shares a land border with India; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority, I/we hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

#### **Certificate for Tenders for Works involving possibility of subcontracting**

“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 contracting 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.]”

**Tenderers Signature and seal**

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

Date:

To,  
The Director  
IUAC, New Delhi-67

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: IUAC/NIT/09/KSG/2021-22**

**Name of Tender / Work: -**

Dear Sir,

I/ We have downloaded / read and examined the tender document(s) for the above mentioned Tender /Work from the web site(s) namely:

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as per your advertisement, given in the above mentioned website(s).

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / 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/ organisation 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Annexure-C**

**PROFILE OF THE TENDERER**  
(To be given on Company Letter Head)

**TENDER FOR SUPPLY OF TURBO MOLECULAR PUMP**

1. Name of the Firm / Organization :
2. Address :
3. Telephone No. / Mobile No. & Name of the Contact Person :
4. Fax No. :
5. E-mail ID :
6. Month and Year of establishment :
7. Name of proprietor / partners/director :
8. No. of years of experience in this field, with Reference, Certificates :
9. Annual Turnover during the last three years (Enclose copies of Audited Financial Statement)  
2017-18 :  
2018-19 :  
2019-20 :
10. Whether the firm is an Income Tax Assessee? If so please give the details of PAN No. :
11. GST Registration No. :
12. Name of the OEM and address :

Signature of the Tenderer & Seal

**Annexure D**  
**BID SECURING DECLARATION (On Company's Letterhead)**

Tender No.

Date:

To:

The Director IUAC  
New Delhi-110 067

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 will automatically be disqualified/suspended from bidding for any contract with IUAC, New Delhi for a period of one year starting from the last date of receipt of this bid/tender, if I/We are in a breach of our obligation(s) under the bid conditions, because I/We:

- (a) have withdrawn/modified/amended, my/our Bid during the period of bid validity specified in the Tender Notice.
- (b) having been notified of the acceptance of our Bid by IUAC, New Delhi during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with terms and conditions of the tender/bid.

I/We understand this Bid-Securing Declaration shall expire if I/We are not the successful Bidder, upon the earlier of (i) our receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name and Signatures of the Bidder:

Registered Address of the Company:

Company seal

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-E**  
**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 F**

This certificate shall be furnished duly signed & stamped with **Technical Bid**.

**Certificate/ Undertaking for site visit**

This is to certify that we have visited the site where ----- works have to be done in IUAC lab complex 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)**

**Annexure -G**

**(Undertaking to be given on Bidders/ Company Letter Head)**

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:

**Annexure-H**

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR: TURBO MOLECULAR PUMP**  
**IUAC, Aruna Asaf Ali Marg, New Delhi-110067**

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
1.	Tender Acceptance Letter	
2.	Bid Securing Declaration	
3.	Profile of the tenderer	
4.	Undertaking on a letter head (as per format prescribed in Annexure- ) along with tender document .	
5.	Technical Specification	
6.	Self-attested copy of the GSTIN & PAN card issued by the respective authorities.	
7.	Copies of work/supply orders as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
8.	Annual turnover of last three financial years (2017-2018, 2018-2019 and 2019-2020) duly certified by the Statutory Auditors. To support the claim provide a certificate of CA (No need to provide copies of balance sheet).	
9.	OEM Authorization Certificate and Manufacturer's Authorization form	
10.	Declaration for Code of Integrity and Conflict of Interest	
11.	Site visit undertaking	
12.	Copy of MSME/NSIC Registration Certificate	
13.	Compliance Sheet for quoted items	
14.	Any other documents, if required.	

**(Seal & Signatures of Contractor)**

**(Name and Address of the Bidder)**

**Telephone No.**

**ANNEXURE - I (COMPLIANCE SHEET)**  
**Compliance Sheet for quoted items**

S.No.	DESCRIPTION	COMPLIED (YES/NO)
1	Pumping Speed (N <sub>2</sub> ) ≥ 650 lps	
2	Inlet Flange Connection : DN160- CF-F type	
3	Out let Flange connection: DN ISO- KF type	
4	Cooling method : Air cooling	
5	Mounting position: Any orientation	
6	Power input: 230-240 VAC / 50Hz,Single Phase	
7	Ultimate Vacuum / pressure: ≤ 6 x10 <sup>-10</sup> mbar	
8	Compression Ratio N <sub>2</sub> : ≥ 10 <sup>11</sup>	
9	Electronics and other accessories: The pump should be supplied with suitable rack mountable display and control unit and necessary cables of ≥ 5 mtrs length , air cooling kit, venting valve, splinter shield.	
10	Gas throughput at full rotational speed for N <sub>2</sub> : ≥ 6 mbar l/s.	
11	I/O Interfaces: RS232/RS485/Remote	
12	Type of Bearing: Magnetic bearing at High Vacuum Side & ceramic bearing at the bottom side	
13	In case of Turbo Pump bearing failure, bearing replacement should be possible at customer site. Note: The Bidder has to demonstrate Turbo Pump bearing replacement at IUAC within 30 days of the opening of technical bid and before the opening of price bid.	
<b>14</b>	After Sales Service details	
15	Details (Complete address with contact number ) of authorized service center in India for the quoted product is attached with technical bid	
16	After warranty repairing / service charges for onsite repair and for repairing in service centre	
17	List of spares (with approximate cost) that may be required for pump repairing to be provided along with the price bid.	

**Name of Bidder/ Signature/ Stamp**

**Part-B**

**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: **Turbo molecular pump with accessories as per Annexure A''.**

S.No.	Description	Qty (No)
1	<b>Turbo molecular pump with accessories as per Annexure A''.</b>	01