

## INTER-UNIVERSITY ACCELERATOR CENTRE

ARUNA ASAF ALI MARG, POST BOX NO. 10502  
NEW DELHI-110067, INDIA

### **NOTICE INVITING TENDER (NIT) NO. : IUAC/NIT/17/PNK/2017-18**

1. Inter-University Accelerator Centre (IUAC), New Delhi is an autonomous body of University Grants Commission, Ministry of Human Resource Development, Government of India. The basic objective of IUAC is to provide front ranking accelerator based research facilities to create possibilities for internationally competitive research within the university system.
2. The National Geochronology Facility (NGF) at IUAC is being established with project support from Ministry of Earth Sciences, Government of India primarily to cater to the analytical needs of a large community of earth, environmental, materials science researchers. IUAC intends to procure the following equipment for the above facility -

<b>Brief description of the equipment</b>	<b>Quantity</b>	<b>Single/Two Bid</b>
Supply, Installation & Commissioning of Magnetic Separator  Technical specifications, allied requirements and scope of supply are given in Section-III appended herewith.	01 (One)	Two Bid

3. The bid document may be downloaded from IUAC website: [www.iuac.res.in](http://www.iuac.res.in) or [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app)
4. The address for submission of bids and for obtaining further information :

**Administrative Officer (S&P),**  
Inter-University Accelerator Centre,  
Post Box No. 10502,  
Aruna Asaf Ali Marg,  
New Delhi -110 067.

E-mail : [joseph@iuac.res.in](mailto:joseph@iuac.res.in), [josephiuac@gmail.com](mailto:josephiuac@gmail.com)

5. The Bid prepared by the bidder shall include the following Earnest Money Deposit (EMD)/ Bid Security:
  - a) In case of foreign bidder : USD 1300.00
  - b) In case of indigenous bidder: Rs. 80,000.00 (Rupees eighty thousand only)
6. The bid must be accompanied by a bid security as specified above and must be delivered to the above office before date and time indicated below. In the event of the date specified for bid receipt is declared as a closed holiday, the due date for submission of bids will be the following working day at the appointed time.

7. The schedule for submission of bid is as follows :

Last Date and Time of Submission of Tender	21/03/2018, 03:00PM, IST
Date & Time for opening of Tender (Technical Bid, Part-A)	21/03/2018, 03:30PM, IST
Date & Time for opening of Tender (Price Bid, Part-B)	The date and time will be intimated to the technically qualified bidders only.

8. The Director, IUAC reserves the right to except or reject any or all tenders/offers either in part or in full or to split the order without assigning any reasons.

## SECTION - I

### **1.0 PREPARATION AND SUBMISSION OF BID**

- 1.1 Bid should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer/Indian agent. In case of bid by authorized dealer/distributor/Indian Agent, the manufacturer authorization should be attached with the Technical Bid as per **Annexure-I**.
- 1.2 One Indian agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian agent is representing another manufacturer for the same item.
- 1.3 In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
- 1.4 The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
- 1.5 The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- 1.6 Before the deadline for submission of the bid, IUAC reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders through IUAC website.
- 1.7 Conditional tenders will be summarily rejected.
- 1.8 The outer cover containing the offer/quote must be super-scribed with the respective Tender Number, Due Date and Date of Opening of tender.

### **2.0 Submission of Tender :**

Tenders should be submitted in sealed envelopes in two parts separately, i.e. **"Technical Bid"(Part-A)** and **"Price Bid" (Part-B)**. Both the parts should be further sealed in an envelope super-scribing NIT No & Name of work, due date for opening, bidders name & address. The tender duly filled may be sent to above mentioned address either by post or hand delivered in the **Tender Box** kept in the area near west side entrance of IUAC, after ensuring that due entries are made in the register kept at the counter. It **should not** be handed over to any employee of the centre. **No tender shall be accepted later than the time schedule specified above.**

- 2.1 **Technical Bid (Part-A):** The following criteria/information are essential to qualify the technical bid for the said item:

- i. Confirmation of full technical details as given in Section-III of the equipment should be submitted for technical evaluation. There must be proper technical information along with the details.
- ii. Required Area for the complete mass spectrometer system should be mentioned clearly with drawing/schematic layout of the quoted system.
- iii. Entire copy of Notice Inviting Tender (NIT) should be signed on each page & stamped by the bidder.
- iv. List of Reputed International laboratories having similar systems (with address, contact details and year of supply) supplied in last five year should be submitted.
- v. List of research Institutes/Laboratories/Centers in India where similar systems are installed successfully.
- vi. The supplier should provide technical specifications of all the components of the system, different types of vacuum pumps, valves and their locations, Details of control systems along with hardwares and softwares details with its operational and control devices, details of operation and different detectors used and data accumulation software etc. The system should be fully automated for control and multi samples measurements. Complete details of all the parts of equipment should be submitted separately.

The bidder should submit the details in the bidder information form at **Annexure-II**

## **2.2 Price Bid (Part-B):**

In this bid the bidder is required to quote rates/prices for the supply mentioned in the scope of supply & technical specifications. **The rates/price should be inclusive of all machinery cost on FOB and CIF, New Delhi basis, installation cost and the training. The item wise break up of cost should also be given as per price schedule format (Annexure III). The cost shall include all packaging cost, forwarding, freight, insurance charges, all taxes etc.** The bidders should quote tender without deviation, without any overwriting and duly signed & stamped on all pages.

## **2.3 Due and Opening dates**

The bids must **reach** at IUAC on or before **21/03/2018, 3.00 pm. (IST)** The Technical Bid will be **opened** at **03.30 pm. (IST) Onwards on 21/03/2018** in the presence of bidders, who wish to present themselves at the time of opening of tender. In case opening date happens to be a holiday, the tender will be opened on next working day at the same time & location. The price bids of two bid tender system shall be opened after technical evaluation of technical bids. The date of opening of price bids shall be informed to the bidders found suitable in technical evaluation. No request for extension in the date of submission & opening of tender will be entertained. However IUAC, may at its discretion, extend the deadline for submission of bids under intimation to bidders through notification on IUAC website.

## **2.4 Validity of Tender**

Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 180 days from the date of opening of price bid.

## 2.5 Opening of Price Bids

IUAC will open price bids of only the short listed bidders, in the presence of the bidders or their authorized representatives who choose to attend the price bid opening. The Date and Time of opening the price bid will be intimated only to technically acceptable Bidders for the item at a later date. The representatives of short listed firms only will be allowed for price bid opening.

Only technically accepted competitive bids will be considered for placing Purchase Order. The price bid of the vendors whose technical offers are found to be technically deficient or do not meet the qualification criteria as specified in this tender will not be opened. The supplier should send their techno-commercial representatives for the discussion with the IUAC appointed committee, if required. The representative should be empowered to take financial decision on the spot.

## 2.6 Correspondence:

(a) All the correspondence in respect of tender / contractual obligation shall be made to **Administrative Officer (Stores & Purchase), Inter-University Accelerator Centre, Post Box -10502, Aruna Asaf Ali Marg, New Delhi-110067. E-mail: [joseph@iuac.res.in](mailto:joseph@iuac.res.in).**

(b) Any additional inputs/clarifications that are required by bidders have to be brought out clearly by the bidder in writing not later than 15 days before the opening of Technical bids.

2.7 Director, 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.

## **SECTION -II** **GENERAL CONDITIONS OF TENDER**

### 3.0 The Bidding Documents:

The Bidding documents are to be downloaded from IUAC website [www.iuac.res.in](http://www.iuac.res.in) or <https://eprocure.gov.in/epublish/app>. The bidding document is free of cost.

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of its bid.

### 3.1 Amendment to Bid Document

The prospective bidders are required to keep a watch on the IUAC website with regard to any amendment to the tender document or to clarification to the queries raised by the bidders till 15 days prior to the opening of the technical bids. IUAC reserves the right to reject the bids if the bids submitted without taking into account these amendments / clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, IUAC, at its discretion, may extend the deadline for the submission of bids.

### 3.2 **Bid Security/Earnest Money Deposit (EMD)**

The bidder shall furnish, as part of bid, a Bid Security (BS)/ Earnest Money Deposit (EMD) of amount as specified in the bid in the form of a bank guarantee/demand draft drawn on any scheduled/commercial /nationalized bank in favor of Inter University Accelerator Centre, New Delhi. The format of Bid Security Form is provided at **Annexure-IV**. The Bid Security has to be kept in the Technical Bid Envelope which needs to be submitted on or before date of submission of bids.

#### **(A) In case of Foreign Bidder(s) :**

- i) The BS shall be submitted either by the principal or by the Indian agent.
- ii) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote.
- iii) The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DDs are not accepted towards BS/EMD.

#### **(B) In case of Indigenous bidder :**

- i) The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- ii) The Bid Security should be submitted in its original form. Copies shall not be accepted.
- iii) Bid Security/EMD is mandatory requirement and exemption is applicable the firms registered with Directorate General of Supply & Disposal (DGS&D) and National Small Scale Industries Corporation (NSIC) only for the manufacture of the tendered goods and not for selling products manufactured by other companies.

3.3 The Bid security of unsuccessful bidder will be discharged/returned as promptly possible but positively within a period 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

3.4 The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft/Banker's Cheque.

3.5 The bid security may be forfeited :

If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form ;

OR

In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and /or fails to furnish Performance Security within 21 days from the date of contract/order.

3.6 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to

immediately send by Speed Post/Courier. An unstamped duplicate copy of the Guarantee directly to IUAC with a covering letter to compare with the original BG for the correctness, genuineness, etc.

### 3.7 **Period of Validity of Bids**

Bids shall remain valid for minimum of 180 days after the bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitable extended. A bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

### 4.0 **Price Bid**

(a) The bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the Goods/ Services it proposes to supply/to provide under the contract.

(b) Prices indicated on the price-schedule form shall be entered separately in the following manner:

- 4.1 The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 4.2 For Goods manufactured abroad, the price should be quoted in foreign currency on CIF Delhi basis as specified in the price schedule form. **(Annexure-III)**.
- 4.3 For indigenous items the quotation should be only in Indian Rupees. In case of foreign vendor, the rate may be quoted in Indian Rupees as well as in Foreign Currency.
- 4.4 In case of indigenous items the price criteria should be on Free Delivery including unloading at respective site. Govt. Levies like central excise duty, GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, GST etc, if any.

**Note** : All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC,IT (TDS), GST etc, wherever applicable).

### 5.0 **Documents Establishing Bidder's Eligibility and Qualifications**

- 5.1 The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 5.2 The documentary evidences of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that :

- (a) The bidder meets the qualification criteria listed in bidding documents, if any.
- (b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (**Annexure- I**) specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of goods to quote and/or supply the goods.
- (c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period.

5.3 Conditional tenders/ offers shall not be accepted.

#### 5.4 **Document establishing good's eligibility and conformity to bidding documents**

- (i) To establish the good's eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- (ii) To establish the conformity of the goods and service to the specifications and schedule of requirements of the bidding documents, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
  - (a) A detailed description of the essential technical and performance characteristics of the goods.
  - (b) A list giving full particulars, including available sources of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price-bid ; and
  - (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exemptions to the provision of the Technical Specifications (**Annexure- V**).

5.5 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### 6.0 **Reasonability of Prices**

6.1 Please quote best minimum prices applicable for a premiere Research institutions / Organizations.

6.2 The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to IUAC or to any other customer in India during current financial year.

6.3 Copies of at least last three supply orders of the last 3 years received from other customers along with details of such supply orders preferably in India for the same item / model may be submitted with the offer giving reasons of price difference of their supply order & those quoted to us, if any.

7.0 **Escalation:**

No cost escalation over and above items rates quoted by the bidder will be entertained.

8.0 **Completion time:**

The time shall be the essence of this contract. Delivery of the equipment has to be completed with a period of **6 months** from the date of opening of Letter of Credit (LC). The installation, commissioning and acceptance has to be completed within three months from the date of delivery of equipment at site. Under the force majeure conditions or delay due to reasons beyond control of the Contractor, IUAC may grant suitable time extension for which the contractor has to request along with the justification/ reasons well in advance to the Director, IUAC for approval without any prejudice to price escalation. The decision of the Director, IUAC will be final and binding on the bidder/contractor. Any further delay after sanctioned extension in completing the work for reasons attributable to the Contractor is liable for liquidated damages as per clause of NIT.

9.0 **Scope of Contract :**

The Scope under this tender involves supply, installation and commissioning of magnetic separator. The successful bidder has to address the complete requirement of supply, installation, commissioning as well as warranty for two years. Detailed scope of supply, technical specifications, additional and general terms and conditions, etc. are enclosed with this NIT as per Section-III.

10.0 **Patent Indemnity :**

10.1 The Supplier shall, subject to the Purchase's compliance as mentioned in Section-III, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, manages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of :

(i) The installation of the equipment by the Supplier or its use in India.

AND

(ii) The sale in any country of the products/data produced by the equipment, if applicable.

10.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

**11.0 Deviations:**

No deviation from the stipulated terms and conditions will be allowed. Tenders should be unconditional. Any deviation from the technical specifications and tender condition shall be mentioned in the technical bid separately at **Annexure-V**.

**12.0 Terms of Payment:**

12.1 Payment will be through Letter of Credit (LC) : 80% against shipment documents of equipment and 20% against installation, acceptance test and commissioning of the equipment.

12.2 Payment shall be made in currency of the contract in the following manner :

(a) On delivery of the goods at site and certification of physical receipt by the Purchaser: 80% of the contract price of the goods shipped shall be paid through irrevocable Letter of Credit (LC) opened in favor of the Supplier/Vendor in bank in its country, upon submission of documents as specified in the Tender.

(b) On acceptance: 20% of the contract price of goods received shall be paid on successful installation and commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the valid Performance Security.

(c) The LC will be confirmed at the Suppliers cost, if requested specifically by the Supplier. All bank charges abroad shall be to the account of the beneficiary i.e Supplier and all bank charges in India shall be to the account of the opener i.e. Purchaser. If LC is requested to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof would be to the Suppliers account.

**13.0 Performance Security (PS)**

13.1 The Supplier shall furnish performance security at the time of opening of Letter of Credit. The amount of the Performance Security shall be 10% of the total purchase order value valid up to 60 days after the date of completion of contract obligation including warranty obligations.

13.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

- 13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 13.4 The Performance Security may be submitted either by the Principal or by the Indian agent, at the time of opening of Letter of Credit (LC).
- 13.5 The Performance Security shall be in one of the following forms:-
- (a) A Bank Guarantee or Stand by Letter of Credit issued by a nationalized/scheduled bank located in India or a bank located abroad in the form provided in the bidding documents **(Annexure- VI)** OR
- (b) A Banker's cheque or account payee Demand Draft in favour of the Purchaser
- 13.6 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations. Including any warranty obligations, unless specified otherwise in the conditions, without levy of any interest.
- 14.0 Installation, Commissioning, Demonstration, Inspection and Tests**
- Bidder shall be responsible for installation, Commissioning, Demonstration, Inspections and Tests wherever applicable and for after sales service during the warranty and thereafter as specified in Section-III.
- 15.0 Packing**
- 15.1 The Supplier shall provide such packing of the Equipment/ Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirement, if any, specified in bid documents and in any subsequent instructions ordered by the Purchaser.
- 15.3 In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOB at the IUAC Or CIF basis till satisfactory installation of the system.

## **16.0 AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE**

- 16.1 In case there is involvement of an /Indian agent/representative in any form as mentioned below, an authority letter / copy of agreement from the principal manufacturer must be submitted with the technical bid.
- 16.2 Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/ supplier in India, then a copy of approval from RBI / Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.
- 16.3 The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, New Delhi as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.

## **17.0 PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION**

- 17.1 Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to complete the work of supply, installation and commissioning of the ordered equipment/materials within the time period mentioned in the order unless extended with/without penalty. Penalty charged for delayed period shall be 0.5% per week subject to a maximum of 10% of contract value.
- 17.2 If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the IUAC, New Delhi shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
- 17.3 The supplier will depute its engineers on its own expenses for the installation of machine in IUAC.
- 17.4 The equipment will be shipped after pre-inspection and after successful performance test at the factory in the presence of IUAC personnel.
- 17.5 Any dispute arising out of this contract will be subjected to jurisdiction at New Delhi/Delhi, India only.

## **18.0 Installation, Warranty & Support**

- 18.1 Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 18.2 The items covered by the schedule of requirement shall carry minimum two years comprehensive warranty from the date of acceptance of the equipment by IUAC. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on

immediate basis but in no case any defect should prolong for more than 48 hours. The comprehensive warranty includes onsite warranty with parts.

- 18.3 The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.
- 18.4 The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of at least two years.
- 18.5 The equipment must be supported by a Service facility manned by the principal vendor's technical support engineers. The bidder shall submit details of service support in the format at **Annexure-VII**.
- 18.6 The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

#### 19.0 **Indemnity**

The vendor shall indemnify, protect and save IUAC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment's supplied by him.

#### 20.0 **Force Majeure**

- 20.1 The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 20.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure events.

#### 21.0 **Dispute Settlement**

- 21.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in

accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Equipment under the Contract.

21.2 The dispute settlement mechanism/arbitration proceedings shall be concluded as under :-

- I. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Inter University Accelerator Centre and if he is unable to or unwilling to act, some other person appointed by him shall act as Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- II. In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision mentioned above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

Notwithstanding, any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the Supplier any monies due the Supplier.

## 22.0 Corrupt or Fraudulent Practices

22.1 IUAC requires that the bidders who wish to bid for this project have highest standards of ethics. IUAC will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. IUAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract. Integrity pact should be signed by competent authority of the vendor.

22.2 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	A misrepresentation or omission of facts in order to

	Practice	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.

### 23.0 Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, the decision of Director, IUAC shall be final and binding on all parties.

### Section III

#### Technical specifications of Magnetic separator

Inter-University Accelerator Centre (IUAC), Delhi is a ion accelerator based research center of University Grants Commission (UGC) under Ministry of Human Resources and Development (MHRD), Government of India.

IUAC proposes to procure magnetic separator (01 no.) to be used in geochronology laboratory for separating a mixture of diamagnetic and paramagnetic grain of various minerals.

The electromagnet based separator system should be inclined so that the gravity urges grains downwards and separate them according to magnetic susceptibility.

The system should be consists of the following items/accessories:

1. Suitable power arrangement for the operation of complete instrument at 220V AC, 50Hz.
2. Regulated power supply with resistance sensitive voltage control for stabilized current.
3. Tilt adjustable electromagnetic system with spirit level and scale.
4. Regulated magnet field control should allow ascending magnetic energy gradient across the width of supply channel.
5. Suitable field control unit for reversing the current direction to nullify the effect of residual magnetic field.
6. It should be ensured to have zero magnetic field effect in the working area.

7. Suitable field control unit for regulating and monitoring of pulsed current from 0 to 100 mA in the magnet coils to allow selection and repetition of frequencies between 3-35Hz.
8. Grains should be visible while entering the magnetic field and separation.
9. System should be capable of separating paramagnetic as well as diamagnetic materials.

Warranty: 2 years from the date of commissioning

The quote should include the supply, installation and commissioning as well as onsite training/demonstration.

## **SECTION -IV**

### **Additional General Requirements:**

1. Delivery time must not be greater than six months from the date of opening of Letter of Credit (LC).
2. Full service manuals with complete circuit diagrams and circuit descriptions to be supplied both as hard copy and CDs, along with diagnostic tools including interface cards and software, plus any specialized mechanical tools required for instrument servicing or repairing.
3. Signal processing electronics should be of international standard and drawing for data cards used in the electronics should be provided.
4. Suppliers must provide certificates of "successfully executed installation and testing of similar instrument", in different research labs.
5. Supplier must provide Company/Organization financial Status and the details of (Proprietary/Partnership/Private Ltd. Etc.) with name and address of the partners, Board of Directors, etc.
6. The supplier should provide list of users (of particular equipment model being offered) in India, their complete name, address, telephone numbers and contact persons etc. It is obligatory for the supplier to demonstrate us the complete working of the equipment being offered at one of the Users site.
7. All the point wise compliance statement/technical specification should be provided directly by the manufacturer through their printed brochure only in English.
8. Dealership/Authorisation certificate from the manufacturer must be attached.
9. If any other items/features not covered in the above specifications and are likely to be required must be quoted along with supporting literature.

**Accepted**  
**(Signature of bidder)**

Note:- Entire NIT (except price bid PART-B) is to be attached with 'Technical bid (Part-A)' duly signed & stamped by the bidder.

### Check List

<b>S. No</b>	<b>Tender Requirement</b>	<b>Compliance (Yes/No)</b>	<b>Documents Submitted (Yes/No)</b>
1.	Complete bid document is signed.		
2.	Bid Validity (180 days after the date of bid opening).		
3.	Warranty of two years from installation, commissioning & date of acceptance.		
4.	Manufacture's authorization form Annexure-I		
5.	Bidder information form Annexure- II		
6.	Price bid as per Annexure – III (to be sealed in a separate envelope).		
7.	Bid Security/EMD Annexure- IV		
8.	Deviation statement Annexure -V		
9.	Agree to submit Performance Security 10% of P.O. value Annexure - VI		
10.	Service support details Annexure - VII		
11.	Contract Form Annexure - VIII		

**Manufacturers' Authorization Form**

To  
The Director  
IUAC, New Delhi -110067

**Sub: Manufacturers' Authorization form against Tender No:\_\_\_\_\_**

We\_\_\_\_\_ (Name of the Manufacturer) who are official manufacturers of \_\_\_\_\_ (Type of goods manufactured) having factories at \_\_\_\_\_ (full address of Manufacturer's factories) do hereby authorize \_\_\_\_\_ ( Name of the Bidder) to submit a bid against your Tender No. \_\_\_\_\_ for the \_\_\_\_\_ Goods manufactured by us and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

Manufacturer's Name:

Signature of Authorized representative of the Manufacturer:

Duly authorized to sign this Authorization on behalf of : \_\_\_\_\_ (Name of the Bidder)

Date:

In case the bidder not doing business within India, shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc., during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc., during the warranty and post- warranty period.

**BIDDER INFORMATION FORM**

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm]

Date: *[Insert date (as day, month and year) of Bid Submission]*

Tender No.: *[Insert number from invitation of bids]*

1. Bidder's Legal Name *[Insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidders actual or intended Country of Registration : *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert bidder's legal address in country of registration]*
6. Bidder's Authorization Representative Information  
Name: *[insert Authorization Representative's name]*  
Address: *[insert Authorization Representative's address]*  
Telephone/Fax numbers: *[insert Authorization Representative's telephone/fax numbers]*  
Email address: *[insert Authorization Representative's email address]*
7. Attach are copies of original documents of : *[check the box(es) of the attached original documents]*

## PRICE SCHEDULE

<b>Tender Inviting Authority</b> : Inter-University Accelerator Centre, New Delhi
<b>Name of Work</b> : Supply, Installation & Commissioning of Magnetic Separator in Inter-University Accelerator Centre
<b>Tender No</b> : IUAC/
<b>Bidder Name</b> :

S. No	Item Name	Qty.	Unit Price	Total Price
1	Supply, Installation & Commissioning of Magnetic Separator (having technical specification as per Section-III along with standards) including warranty for two years after Commissioning.	01 No		
3	Essential spares and consumables for three years after warranty period (Optional Item)	01 lot		
4	Any other optional items (If any)	01 lot		
Total Ex-works Price				
(-) Less discount ____% (if any)				
Net Ex-works price				
(+ ) Packing & Forwarding Charges				
(+ ) Inland Freight Charges				
(+ ) Freight upto Delhi & Insurance Charges				
<b>CIF Delhi price</b>				
Approximate weight of the Consignment		Approximate Dimensions of the Consignment		

Total Bid price in foreign Currency \_\_\_\_\_  
 \_\_\_\_\_ in words.

**Signature of Bidder**

**Name:**

**Business Address:**

**Note:**

(a) Indian agents name & address \_\_\_\_\_

**BID SECURITY FORM**

Whereas.....  
(hereinafter called the tenderer)

has submitted their offer dated.....

for the supply of .....  
(hereinafter called the tender)

Against the Purchasers' Tender No.....

KNOW ALL MEN by these presents that WE.....having our  
registered office at of.....are bound  
unto.....(hereinafter called the "Purchaser")

In the sum of .....For which payment will and truly to be made  
to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.  
Sealed with the Common Seal of the said Bank this.....day of  
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

1	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
2	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
3	If the tenderer fails to furnish the Performance Security for the due Performance of the Contract.
4	Fails or refuse to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

Name and designation of the Officer  
Seal, Name and address of the Bank and address of the Branch

**Note:** Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**DEVIATION STATEMENT FORM**

The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

The system configuration/technical specifications furnished in the tender documents shall prevail over those of any other documents forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

Date:

Signature and Seal of the Manufacturer/Bidder

**NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.**

**Bank Guarantee Format for Performance Security**

To,

.....

.....

WHEREAS.....

(Name and address of the Supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no.....dated.....to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it had been stipulated by you in the said contract that the supplier furnish you with a bank grantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract ;

AND WHEREAS we have agreed to give the supplier such a bank grantee ;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you an the supplier shall in any way release us form any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....day of.....20.

(Signature of the Authorized office of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**Note: Wherever, the bidder chooses to submit the Performance Bank Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (AD) an unstamped duplicate copy of the Guarantee directly to the Purchases with a covering letter to compare with the original BG for the correctness, genuineness etc.**

**Service Support Detail Form**

<b>Sr. No</b>	<b>List of similar type of equipments serviced in the past 3 years</b>	<b>Address, Telephone Nos., Fax No. And e-mail address of the Buyer</b>	<b>Nature of training Imparted/service provided</b>	<b>Name and Address of service provider</b>

Signature and Seal of the manufacturer/Bidder.....

Place:

Date:

**Contract Form**

Contract No. \_\_\_\_\_

Date :.....

THIS CONTRACT AGREEMENT is made  
the [Insert : number ] day of [insert made], [Insert:year].

**BETWEEN**

(1) Inter University Accelerator Centre registered under the Societies Registration Act 1860 of the Government of India having its registered office at Aruna Asaf Ali Marg New Delhi-110067, India (here in after called “the Purchaser”), and

(2) **[Insert name of Supplier]**, a corporation incorporated under the laws of [Insert country of Supplier and having its principal place of business for at [insert address of supplier] (hereinafter called “the Supplier”)

WHEREAS the Purchaser Invited bids for certain Goods and ancillary services, viz., **[Insert brief description of Goods and Services]** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of **[Insert Contract Price in words and figures, expressed in the contract currency (less)]** (hereinafter called “Contract price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:-

(a)	This Contract Agreement
(b)	General Conditions of Contract
(c)	Special Conditions of Contract
(d)	Technical Requirements (including Schedule of Requirements and Technical Specification)
(e)	The Supplier's Bid and original Price Schedules
(f)	The Purchaser's Notification of Award
(g)	<b>[Add here any other documents (s)]</b>

03. This contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects herein in conformity in all respects with the provisions of the contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Inter University Accelerator Centre, New Delhi

Signed : **[insert Signature]**  
in the capacity of **[Insert title or other appropriate designation]**  
In the presence of **[Insert Identification of official witness]**

Signed : **[insert Signature]**  
in the capacity of **[Insert title or other appropriate designation]**  
In the presence of **[Insert Identification of official witness]**

For and on behalf of the Supplier

Signed : **[insert Signature]**  
in the capacity of **[Insert title or other appropriate designation]**  
**In the presence of [Insert Identification of official witness]**

Signed : **[insert Signature]**  
in the capacity of **[Insert title or other appropriate designation]**  
**In the presence of [Insert Identification of official witness]**