

# अंतर - विश्वविद्यालय त्वरक केन्द्र

INTER - UNIVERSITY ACCELERATOR CENTRE

( विश्वविद्यालय अनुदान आयोग का स्वायत्त निकाय )

( An Autonomous Centre of UGC )

अरुणा आसफअली मार्ग , नई दिल्ली - 110067

Aruna Asaf Ali Marg, New Delhi - 110067

## ई - निविदा आमंत्रण सूचना / NOTICE INVITING E - TENDER

निविदा संख्या : आई. यू. ए. सी. / एन.आई. टी. /01/ सक र /2023-24

दिनांक: 06/04/2023

Tender Number : IUAC/NIT/01/SKR /2023-24

Dated : 06/04/2023

अंतर - विश्वविद्यालय त्वरक केन्द्र (आई.यू.ए.सी.) पात्र / अनुभवी पार्टियों से दो बोली प्रणाली नामतः तकनीकी और वित्तीय बोली के अंतर्गत इलेक्ट्रॉनिक - क्रय पोर्टल के माध्यम से निदेशक, अंतर - विश्वविद्यालय त्वरक केन्द्र, नई दिल्ली की ओर से " शुद्ध हीलियम गैस और तरल हीलियम अनुलग्नक " ए के अनुसार - की आपूर्ति के लिए ऑनलाइन बोलियाँ आमंत्रित करता है |

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 Bidders from India for the supply of " **Pure Helium gas and Liquid Helium as per Annexure - A**".

निविदा प्रलेख, केन्द्रीय सार्वजनिक क्रय (सी.पी.पी.) पोर्टल <https://eprocure.gov.in/eprocure/app> से निःशुल्क डाउनलोड किये जा सकते हैं | इच्छुक बोली लगाने वाले, जिन्होंने इलेक्ट्रॉनिक - क्रय पोर्टल में नामांकन / पंजीकरण नहीं किया है, उन्हें भाग लेने से पहले <https://eprocure.gov.in/eprocure/app> वेबसाइट के माध्यम से नामांकन / पंजीकरण करना होगा | <https://eprocure.gov.in/eprocure/app> वेबसाइट पर ही बोलियाँ ऑनलाइन जमा करनी होंगी | निविदाकारों / ठेकेदारों / बोली-दाताओं को सलाह दी जाती है कि वे इलेक्ट्रॉनिक - क्रय पोर्टल में दिए गए निर्देशों का पालन करें | बोली प्रलेखों को 100 डी.पी.आई. में श्याम - श्वेत विकल्प में स्कैन करें, जो स्कैन किये गए प्रलेखों के आकार को कम करने में सहायता करता है |

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 enrol / 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 100dpi with black and white option which helps in reducing size of the scanned documents.

मात्र इलेक्ट्रॉनिक - क्रय पोर्टल के माध्यम से प्राप्त बोलियों को ही खोला जाएगा | जो बोलियाँ उत्पादों / वस्तुओं के कार्य / आपूर्ति के वांछित प्रयोजनों को संपूर्ण रूप से पूर्ण करने में अक्षम होंगी, उन बोलियों को अस्वीकार कर दिया

जाएगा और केवल पूर्ण बोलियों पर ही विचार किया जाएगा | अंतर - विश्वविद्यालय त्वरक केंद्र के पास बिना कोई कारण बताए किसी भी निविदा / सभी निविदाओं को आंशिक / पूर्ण रूप से स्वीकार / अस्वीकार करने का अधिकार सुरक्षित है और इस सन्दर्भ में आई.यू.ए.सी. का निर्णय सभी बोली - दाताओं के लिए बाध्यकारी होगा |

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.

अग्रिम राशि भुगतान (ई.एम.डी.) करने के लिए बोलीदाता को <https://services.sabpaisa.in/pages/iuac.html> लिंक पर जाकर "ऑनलाइन" भुगतान विकल्प का चयन करना होगा, जैसा लागू हो | अग्रिम राशि ऑनलाइन भुगतान के रूप में होगी जिसका भुगतान बोली खोलने से पहले करना आवश्यक है |

Bidder has to select the payment option as "online" to pay the Earnest Money Deposit (EMD) as applicable, by going to the link <https://services.sabpaisa.in/iuac.html> . The EMD shall be in the form of online payment and it should be deposited before the bid opening.

एम.एस.एम.ई. / एन.एस.आई.सी. में पंजीकृत बोलीदाताओं को ई.एम.डी. के भुगतान से छूट दी गई है | ऐसे बोलीदाताओं को बोली सुरक्षा घोषणा पत्र की प्रति वेबसाइट पर डालनी होगी | क्रय - नीति संधाग, व्यय विभाग, वित्त मंत्रालय, भारत सरकार के द्वारा जारी किये गए कार्यालय ज्ञापन संख्या एफ. 9/4/2020 - पी.पी.डी. ( दिनांक : 12/11/2020 ) और कार्यालय ज्ञापन संख्या एफ . 9/4/2020 - पी.पी.डी. ( दिनांक : 30/12/2021 ) के अनुसार ऐसे बोलीदाताओं को "बोली सुरक्षा घोषणा पत्र" प्रस्तुत करना होगा, जिसमें बोलीदाता को यह स्वीकार करना होगा कि यदि वह निविदा की वैधता अवधि में अपनी बोली वापस लेता है या बोली को संशोधित करता है, ऐसी स्थिति में बोलीदाता को बोली लगाने से निविदा में दिए गए निर्दिष्ट समय तक निलंबित कर दिया जायेगा | एम.एस.एम.ई. / एन.एस.आई.सी. (निविदा की गई वस्तु / कार्य के लिए पंजीकृत ईकाई ) से पंजीकृत निविदाकारों को तकनीकी बोली के साथ वैध पंजीकरण प्रमाणपत्र की प्रति <https://eprocure.gov.in/eprocure/app> वेबसाइट पर डालनी होगी |

Bidders registered with MSME / NSIC are exempted from payment of EMD. However, they have to submit Bid Security Declaration Form. As per office memorandum (OM) number. F.9/4/2020-PPD dated 12.11.2020 and OM number F.9/4/2020-PPD dated 30/12/2021 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, 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.

बोलीदाताओं को इस बात पर विशेष ध्यान देने की सलाह दी जाती है कि वे अनिवार्य रूप से उपलब्ध कराए गए प्रारूप में ही अपनी वित्तीय बोलियाँ प्रस्तुत करें और कोई अन्य प्रारूप स्वीकार्य नहीं होगा | यदि मूल्य बोली निविदा प्रलेख के साथ मानक .XLS BOQ प्रारूप में दी गई है, तो इसे ही डाउनलोड करना होगा और प्रारूप को संशोधित किया बिना ऑनलाइन भरना और प्रस्तुत करना होगा | **यदि बोलीदाता द्वारा BOQ फाइल को संशोधित किया हुआ पाया जाता है, तो बोली को अस्वीकार कर दिया जायेगा |**

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.**

उपरोक्त निविदा के सम्बन्ध में कोई भी शुद्धिपत्र / संशोधन केवल <https://eprocure.gov.in> और [www.iuac.res.in](http://www.iuac.res.in) वेबसाइट पर जारी किया जाएगा | बोलीदाता अपनी बोली लगाने से पहले निविदा प्रलेख से सम्बंधित प्रकाशित होने वाले हर एक शुद्धिपत्र की जानकारी रखें | निदेशक, अंतर - विश्वविद्यालय त्वरक केंद्र के पास बिना कोई कारण बताए किसी भी निविदा / सभी निविदाओं को आंशिक / पूर्ण रूप से स्वीकार / अस्वीकार करने का अधिकार सुरक्षित है |

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 enrol 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 key words 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) and [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 <https://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 bid ( Price Bid).
4. The offers submitted by hand / India Post /courier/ 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 modified. 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 will be accessible by the authorized personnel from IUAC only after the Opening of the tender on due date.
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 takes Place at IUAC.
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 bid for the same contract as separate competitors. A breach of this condition will render the bids 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 favour 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 /Contractors/Bidders 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  |

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|  |  | 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. |
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**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms & conditions contained therein should be addressed to the Tender Inviting Authority 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.

# 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. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also be required to be registered with the same competent authority.
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 persons, 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:
  - a. 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: -

    - I) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
    - II) “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;
  - b. 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;
  - c. 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;



- d. 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;
  - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. **“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.
  6. The successful bidder 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 (**Applicable for Works contracts, including Turnkey contracts**).
  7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
  8. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

### **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 contractor from such countries unless such contractor is registered with the Competent Authority. I/we hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the competent Authority shall be attached.]”

**Certificate by Bidders in the cases of specified TOT**

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.”

**OR**

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.”

**Tenderer’s Signature and seal**

## E - TENDER DOCUMENT

| Name of Work / Supply   | Supply of Pure Helium gas and liquid helium as per Annexure - A   |
|---|---|
| Tender Number   | IUAC / NIT /01/SKR/2023-24  |
| Tender Value / Estimate only                                  | 2,00,00,000   |
| Earnest Money Deposit   | ₹. 4,00,000   |
| Tender Document Fee   | NIL   |
| Bid Submission End Date and Time<br>( Part - A and Part - B ) | 17 /04 / 2023 at 3:00 PM  |
| Technical Bid Opening Date<br>( Part - A )                    | 18/04 / 2023 at 3:30 PM   |
| Price Bid Opening Date<br>( Part - B )                        | To be intimated later on to the technically qualified bidders   |
| Contact Persons   | <i><b>For Administrative Query</b></i><br>Administrative Officer ( S&P )<br>Inter University Accelerator Centre<br>Aruna Asaf Ali Marg<br>New Delhi - 110067<br>Email:iuacstores@gmail.com<br>Phone : +91 (11) 24126018, 24126022<br><br><i><b>For Technical Query</b></i><br>Dr.Soumen Kar<br>kar.soumen@gmail.com |

### 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

The bidder is required to upload the following documents. Incomplete technical bids and non-compliant technical specifications will be disqualified. No deviations in respect of NIT conditions are acceptable. The bidder should be indigenous supplier. In this bid, the bidder should upload the following documents :

- (i). Tender Acceptance Letter (written on company letter head, duly signed and stamped) as per format provide in **Annexure - D**, as a token of acceptance of the NIT conditions, with this bid.

- (ii). Profile of the Bidder as per **Annexure - E**
- (iii). Code of Integrity & Conflict of Interest undertaking on letter head as per **Annexure - F**.
- (iv). The bidder is not blacklisted by any Government, or Government Department, whether in the Central / State / District levels across India. An undertaking for this as per **Annexure - G** to be enclosed with the Technical Bid.
- (v). Bid Security Declaration form (only for MSME / NSIC Bidders) as per **Annexure - H**.
- (vi). Solvency Certificate as per **Annexure - I**
- (vii). The check list for pre-qualification (**Annexure - J**) duly filled confirming the technical and service requirements of the product.
- (viii). Proof of EMD deposition or copy of MSME / NSIC Registration Certificate (whichever is applicable).
- (ix). Self attested copies of GST registration and PAN.
- (x). Details (Complete address with contact number) of the authorized service centre in India for the quoted product.
- (xi). The Bidders should have the capability to supply both helium gas and the Liquid helium to IUAC. Bidder should submit the verifiable document i.e. the copies of purchase order not older than 5 years. The POs for the helium gas and liquid helium can be separate or in the single order to a single buyer /multiple buyers: Govt. Department, Public sector & Autonomous institutes in India, India based MRI scanner supplier, hospitals in India.
  - The bidder should submit a copy of successfully executed purchase order of supplying  $\geq 2000$  M3 of helium gas( having purity 99.995% or better).  
**OR** The bidder should submit the copies of two successfully executed purchase orders of supplying  $\geq 1000$ M3 of helium gas (having purity 99.995% or better) in each order.
  - The bidder should submit a copy of the successfully executed purchase order of supplying  $\geq 4000$ L of liquid helium in a single order  
**OR** The bidder should submit the copies of two successfully executed purchase orders of supplying  $\geq 2000$  L of liquid helium in each order.  
**OR** The bidder should submit the copies of 4 successfully executed purchase orders for supplying  $\geq 1000$ L in each order.
- (xii). The bidder should have the storage capacity of liquid helium of minimum 5000L at their factory site. The bidder should mention the maximum storage capacity available at their site and necessary verifiable documents have to be submitted with the technical bid.
- (xiii). The bidder should have the multi-component gas impurity measurement set-up for the helium gas at their factory site. Verifiable document with the details of the helium gas impurity measurement have to be submitted with the technical bid.

### 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. **The BOQ file must not be modified.**

#### 3.1 Bid Opening and Evaluation of Bids

- (a) The e-Bids shall be opened on-line. The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only eligible bidders shall be considered for further processing ( Technical Evaluation ).

- (b) Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be considered technically qualified.
- (c) IUAC will open commercial bids of only the technically qualified / short-listed bids.
- (d) In case, the day of bid opening is declared a holiday by the Government, the e-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- (e) Since e-bid is an on-line process, the e-bid opening or any other process may be delayed due to any technical / server issue. If any such issue arises, this will not be tantamount to process delay and IUAC will not be responsible for the same.
- (f) On opening of bids on-line, accepting the bid would not mean that the firm is technically or financially qualified.

### 3.2 Clarification of Bids and shortfall documents

- (a) During the evaluation of Techno commercial or Financial Bids, Indentor on behalf of IUAC may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically and no change in prices or substance of the bid shall be sought, offered or permitted that may grant any undue advantage to such bidder.
- (b) IUAC reserves its right to, but without any obligation to do so, to seek any shortfall information / documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone changes since then and does not grant any undue advantage to any bidder.

### 4. Earnest Money Deposit:

EMD @ 2% (₹ 4,00,000 / - ) of total estimate value is payable by the bidder. Bidder has to select the payment option as “online” to pay the EMD as applicable by going to the link <https://services.sabpaisa.in/pages/iuac.html>. The Earnest Money Deposit shall be in the form of online payment and it should be deposited before the bid opening. The EMD shall be refunded to the un-successful bidders on award of contract and to successful bidders on receipt of Performance Security.

EMD is the mandatory requirement however the MSMEs / NSIC registered with Government Agencies are exempted from payment of Earnest Money Deposit (EMD) and are required to submit Bid Security Declaration form subject to conditions given below: -

- (i) MSMEs participating in the tender must submit valid & authorized copy of certificate of registration. The MSME’s Bidder to note and ensure that nature of services and goods / items manufactured mentioned in MSME’s certificate matches with the nature of the services and goods / items to be supplied as per Tender document.
- (ii) The registration certificate issued by agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- (iii) The MSMEs who have applied for registration or renewal of registration with any of the authorised agencies / bodies but have not obtained the valid certificate as on the close date of the tender, are not eligible for exemption / preference.

Bidders registered with MSME / NSIC are exempted from payment of EMD. However, they have to submit Bid Security Declaration Form. As per office memorandum (OM) number. F.9/4/2020-PPD dated 12.11.2020 and OM number F.9/4/2020-PPD dated 30/12/2021 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, 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 2 years”. 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.

**5 Performance Security Deposit:** The successful bidder should submit the Performance Security Deposit @ 3% of the order value by way of Bank Guarantee / FD Receipt within 15 days from the date of issue of LOI and should be valid for a period of 60 days beyond the date of completion of all contractual obligations. In case bidder fails to submit Performance Security Deposit, LOI shall stand automatically cancelled. Also if bidder fails to execute the order, then the performance security deposit shall be forfeited.

**6. Validity of Tender:**

The rates quoted in the tender shall hold good for **90** days from the date of opening of the price bid. 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 aforesaid period. 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. Terms of Payment :**

The bidder will be asked to supply the helium gas and liquid helium in batches as per the requirement for the experiments by IUAC personnel. The payment shall be made on submission of the bill by the bidder after delivery of each batch of helium gas and/or liquid helium either at IUAC-Delhi and/or SAMEER-Mumbai after due certification by the IUAC personnel. The payment shall be made by bank transfer.

**8. Quantity and Timeline for supply:**

IUAC has developed a superconducting magnet which needs to be cooled to 4.2K. There are various tests need to be performed on the superconducting magnet system using liquid helium including training of the magnet and other cryogenic tests. The superconducting magnet has a typical phenomenon of quenching which is most of the time unpredictable. Each quenching will evaporate a large quantity of the liquid helium. Hence magnet will need refilling of the liquid after each such quenching. The number of such quenches is also not predictable. Hence the quantity mentioned given in this NIT is an indicative. IUAC will ask the bidder to supply the gas /liquid in batches as per the requirement.

| S/N | Description  | Quantity                    | Tentative Timeline |
|-----|--|-----------------------------|--------------------|
| 1   | Helium Gas having purity of 99.995 % at IUAC-Delhi | Min ~ 800M3<br>Max~ 2400M3* | April-Jun'23       |
| 2   | Liquid Helium at IUAC, New Delhi                   | Min ~ 1500L<br>Max ~ 6000L* | April-July'23      |
| 3   | Liquid Helium at SAMEER-IIT Bombay campus          | Min~ 500L<br>Max~ 1000L*    | May-Aug'23         |

The helium gas with specified quantity should be supplied within 10 days from the date of intimation of supply through email. Similarly, the liquid helium with specified quantity should be supplied within 7days and 5days respectively for IUAC-Delhi and SAMEER-Mumbai from the date of intimation of supply through email. Any delay in completion of the work / supply due to reasons attributable to the

bidder / manufacturer is liable to liquidated damages as per clause 14 of this NIT. However, under the force-majeure conditions as per clause 15 of this NIT, IUAC may grant suitable time extension for which bidder has to request along with the justification / reasons well in advance to the Director, IUAC for approval without any prejudice or price escalation.

The order to the successful bidder will be placed for the quantity (\*) mentioned in the table. However, the payment will be done as per actual supply which may be higher or lower quantity than the quantity mentioned in the table. In case it exceeds the requirement, the bidders has to agree with the rate quoted in this bid. The payment will be done as per actual supply of the gas and liquid.

Note : In case of any quench of the magnet at SAMEER-Mumbai, IUAC may ask more quantity of liquid at SAMEER- Mumbai.

#### **9. 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 @ 0.5% of the order value of the batch per week of delay and subject to maximum of 10 % of the order value of the batch will be deducted.

#### **10. 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.

#### **11. 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, Phone : +91-11-24126018, 24126022.

#### **12. 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 EMD / 'Bid Security Declaration'.

**13. 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.

**14. 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.

**15. 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)

**Tenderers Signature and seal**



## Annexure – A

### Technical Specifications

#### 1. Supply of Helium Gas

Pure helium gas needs to be supplied in cylinder quads to IUAC- New Delhi in batches as per the requirement.

- a. **Purity** - Purity of helium gas is a critical factor and this dictates the performance of the helium liquefier. Hence purity of helium gas shall be 99.995% or better. The helium gas to be supplied should not have impurity content higher than the limit specified below.

|          |            |
|----------|------------|
| Oxygen   | ≤ 4.0 ppm  |
| Nitrogen | ≤ 40.0 ppm |
| Water    | ≤ 4.0 ppm  |

A copy of purity certificate of helium gas of any earlier supplier needs to be submitted with the technical bid.

- b. The helium gas shall be accepted only in cylinder quads having capacity  $\geq 400$  M3 with the cylinders linked by a manifold and has a single withdrawal port.
- c. The suppliers should mention the capacity of their cylinders and filled pressure of helium gas. The pressure of each quad has to be at 200bar  $\pm 5$  bar. Prior to initiate the gas transfer, IUAC personnel will verify the quad pressure using dial gauge and the pressure regulator. In case, the quad pressure is less than the predefined limit, the payment will done as per the actual pressure of the quad at our site.
- d. Supplier "Gas Composition Certificate" should accompany with the supply. The composition of individual impurities should not be more than the specified level as mentioned in the section A1(a).
- e. IUAC reserves the right to check and visit the facility at supplier's work place and inspect the purity checking measurement. Hence the bidder should furnish complete details of their infrastructure with respect to purity measurement.
- f. Before filling the helium gas in tank, IUAC shall conduct its own purity check of the helium gas quad for oxygen, nitrogen and moisture impurities etc. Only if they are below the specified level as mentioned in A1(a) , filling shall start by IUAC personnel to helium storage tanks.
- g. After receiving the consignment, bidder shall allow IUAC to keep the quads for 5 working days without any additional cost. The bidder should quote the price per day retaining charges of the quads thereafter.
- h. The general practice followed for transfer of helium gas from quad to tanks at IUAC is like this: -
- The helium gas truck can reach as close as possible to the filling port of the helium gas storage tank at IUAC and fill the helium gas into it without unloading the quad from the truck.
  - The helium gas transfer may take 24 hrs once it is started.
- i. IUAC will not deposit any security amount for the cylinder quad(s).

- j. IUAC will not accept any leaking cylinder quads / and its fitting . Any losses occurred during the transfer of the gas due to faulty cylinder quads and/or faulty end fittings will be borne by the supplier.
- k. Bidder should supply the helium gas within 10 days of supply notice.
- l. Bidders are required to quote their prices of Helium Gas at IUAC -New Delhi basis.

## 2. Supply of Liquid Helium at IUAC-Delhi

Liquid helium needs to be supplied in Helium dewars to IUAC at New Delhi as per the requirement.

- a. **Pressurization of Dewar** :The liquid helium shall be accepted only in helium Dewar of 250 L or more. The dewar should have electrical pressurization system for liquid transfer or an additional port for pressurization using normal helium gas. In case the electrical pressurization system is not available with the Dewars, the bidder should supply a helium gas cylinder of purity 99.995 % for each 500L of liquid helium.
- b. **Instrumentation at liquid Dewar**: The Dewars must have liquid level meter (either differential pressure gauge type level sensor or superconducting level sensor) for in-situ level measurement. The dewars must have the dial pressure gauge to monitor the internal pressure of the dewar during liquid transfer.
- c. **Pressurization of Dewar** :The liquid helium shall be accepted only in helium Dewar of 250 L or more. The dewar should have electrical pressurization system for liquid transfer or an additional port for pressurization using normal helium gas.
- d. **Quantity of Liquid** : The bidder needs to submit the liquid quantity ( in liters ) in each dewar at the factory site. IUAC will receive the Dewar(s) at -IUAC Delhi with a maximum loss of 12% of liquid quantity. In case, IUAC receive the Dewar(s) having the liquid quantity less than the predefined limit, the payment will done as per the actual liquid arrived at IUAC + 12% transit loss.
- e. **Liquid Withdrawal Port** : The dewar must have liquid withdrawal port having quick coupling i.e. Wilson coupling so that ½ inch transfer line can be inserted to the dewar for liquid transfer. IUAC would provide ½ “transfer line for liquid transfer from bidder’s dewar to IUAC’s dewar or experimental system.
- f. **Dewar retaining period**: The liquid helium Dewar will be retained maximum for 5 working days at IUAC-New Delhi without any additional cost. Vender needs to submit the price quote for retaining charges of dewars per day thereafter.
- g. If necessary IUAC shall issue a suitable undertaking to the vendor to assure the safety and security of the dewars while dewars will be in possession of IUAC either at IUAC-New Delhi or SAMEER-Mumbai, IUAC.
- h. Scheduling the transport to IUAC site are to be done by the bidder according to the prevailing traffic rules for the locality ( No entry Timing ). Any kind of waiting charges shall not be claimed for the same. Bidder’s truck should have the valid permit on road for transport of the liquid helium dewar with documents. Safety of the personnel while transporting Helium Dewar to IUAC , will be the sole responsibility of the supplier.
- i. Bidder should supply the liquid helium to IUAC-New Delhi within seven days of the supply notice.
- j. Bidders are required to quote their prices FOR IUAC site basis.

### 3. Supply of Liquid Helium at SAMEER, IIT-Bombay campus, Mumbai

Liquid helium needs to be supplied in Helium Dewars to SAMEER, IIT-Bombay Campus at Mumbai as per the requirement.

- a. **Pressurization of Dewar** : The liquid helium shall be accepted only in helium Dewar of capacity 250 L or more. It may have electrical pressurization system for liquid transfer or it should have an additional port for pressurization using normal helium gas. In case the electrical pressurization system is not available with the Dewars, the bidder should supply a helium gas cylinder of purity 99.995 % for each 500L of liquid helium.
- b. **Instrumentation at liquid Dewar** : The dewars must have liquid level meter (either differential pressure gauge type level sensor or superconducting level sensor ) for level measurement at the beginning of the transfer and end of the transfer. The dewars must have the dial pressure gauge to monitor the internal pressure of the dewar during liquid transfer.
- c. **Liquid Withdrawal Port** : The dewar must have liquid withdrawal port having quick coupling i.e. Wilson coupling so that ½ inch transfer line can be inserted to the dewar for liquid transfer. IUAC would provide ½ “ transfer line for liquid transfer from bidder’s dewar to IUAC’s dewar or experimental system.
- d. **Quantity of Liquid** : The bidder needs to submit the liquid quantity ( in liters ) in each dewar at the factory site. IUAC personnel will receive the Dewar(s) at SAMEER-IIT Bombay campus with a maximum loss of 7% of liquid quantity. In case, IUAC receive the Dewar(s) having the liquid quantity less than the predefined limit, the payment will be done as per the actual liquid arrived at SAMEER-IIT-Bombay Campus + 7% transit loss.
- e. Dewar retaining period: The liquid helium dewar will be retained for 3 working days at SAMEER -IIT-Bombay campus without any additional cost. Vendor needs to submit the price quote for retaining the Dewars per day thereafter.
- f. Liquid helium will be transferred by IUAC personnel from the Bidder’s Dewar to experimental vessel or dewar at SAMEER, Mumbai. Liquid transfer line will be provided by IUAC.
- g. If necessary IUAC shall issue a suitable undertaking to the vendor to assure the safety and security of the dewars while dewars will be in possession of IUAC either at IUAC-New Delhi or SAMEER-Mumbai, IUAC.
- h. Scheduling the transport to SAMEER-Mumbai site to be done by the bidder according to the prevailing traffic rules for the locality ( No entry Timing ). Any kind of waiting charges shall not be claimed for the same. Bidder’s truck should have the valid permit on road for transport of the liquid helium dewar with documents. Safety of the personnel while transporting Helium Dewar to SAMEER-Mumbai , will be the sole responsibility of the supplier.
- i. Bidder should supply the liquid helium to SAMEER, IIT-Bombay campus within 5 days of supply notice.
- j. Bidders are required to quote their prices for SAMEER-Mumbai site basis.

Accepted

**Annexure - B**

**Confirmation of Supply of Gas and Liquid Helium**

Tender Inviting Authority: INTER UNIVERSITY ACCELERATOR CENTRE

Name of Work: **Supply of Helium Gas (Purity 99.995% or better ) and Liquid helium**

Name of supplier: \_\_\_\_\_

| Sl. No. | Name of Item   | Unit Rate                 | Confirmation of supply |
|---------|--|---------------------------|------------------------|
| 1.      | Supply of Helium Gas of Purity - 99.995% to IUAC Delhi.<br>Helium Gas will be ordered in the multiples of $\geq 400\text{M}^3$ in a single batch                                   | Min-800M3<br>Max- 2400M3* |                        |
| 2.A     | Supply of Liquid helium in dewars having capacity $\geq 250\text{L}$ each to IUAC-Delhi. Liquid will be ordered in multiples of 250L in a single batch.                            | Min-1500L<br>Max-6000L*   |                        |
| 3.A     | Supply of Liquid Helium in dewars having capacity $\geq 250\text{L}$ Dewar at SAMEER, IIT- Bombay campus. Liquid helium will be ordered in the multiples of 250L in a single batch | Min-500L<br>Max-1000L*    |                        |

\* The payment for the helium gas and liquid will be done as per actual quantity supplied to IUAC - Delhi and SAMEER-Mumbai at the quoted rate of the gas/liquid helium

Signature of the Bidder & Seal

**Annexure - C**

**BOQ / PRICE BID for Commercial evaluation of bid**  
**(Price should be quoted in the standard BOQ format of this tender)**

Tender Inviting Authority: INTER UNIVERSITY ACCELERATOR CENTRE

Name of Work/ Supply: **Supply of Helium Gas (Purity 99.995% or better ) and Liquid helium**

Name of supplier: \_\_\_\_\_

| Sl. No. | Name of Item  | Unit Rate | Quantity (NM <sup>3</sup> ) | Total Amount |
|---------|---|-----------|-----------------------------|--------------|
| 1.A     | Supply of Helium Gas of Purity - 99.995% to IUAC- Delhi in the suppliers Quad consisting of cylinders having total capacity $\geq 400M3$ (per quad) |           | $\geq 800 M3$               |              |
| 1.B     | Transportation Charge for each to-and-fro trip for supplying $\geq 400M3$ in each truck) of Helium Gas upto IUAC-Delhi                              |           | -                           |              |
| 1.C     | Per day basis retaining charges of the truck with the ordered quads beyond first 5 working days at IUAC- Delhi                                      |           | -                           |              |
| 2.A     | Supply of Liquid helium in 250L Dewars or more at IUAC- Delhi   |           | 1500L                       |              |
| 2.B     | Transportation Charge per batch ( $\geq 1500L$ ) of supply of liquid helium at IUAC Delhi   |           |                             |              |
| 2.C     | Per day retaining charges for the Helium Dewars beyond the first 5 days at IUAC Delhi   |           | -                           |              |
| 3.A     | Supply of Liquid Helium in in 250L Dewar or more Dewar at SAMEER, IIT Bombay campus   |           | 500L                        |              |
| 3.B     | Transportation charges of Dewars per batch ( $\geq 250 L$ ) to SAMEER-Mumbai, IIT- Bombay campus  |           |                             |              |
| 3.C     | Per day retaining charges for the Helium Dewars beyond the first 3 working days at SAMEER-Mumbai  |           |                             |              |
| 4.      | GST   |           |                             |              |
| 5.      | Grand Total (1+2+3)   |           |                             |              |

**(To be quoted in BOQ format online)**

Signature of the Bidder & Seal

**Annexure - D**

**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/.....**

**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:

---

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 - E**

**PROFILE OF THE TENDERER**

(To be given on Company Letter Head)

**TENDER FOR SUPPLY OF Supply of Helium Gas (Purity 99.995% or better ) and Liquid helium**

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)  
**2019-20** :  
**2020-21** :  
**2021-22** :
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 - F**

**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 of Integrity.

Thanking you,

Yours sincerely,

Signature  
( **Name of the Authorized Signatory** )

**Company Seal**



**Annexure - G**

**(Undertaking to be furnished on Bidder's 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 wilful 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.

Place:

Date:

Seal and Signatures of the Authorized

Person of the Agency

Name and designation of the

Authorized Person of the Agency

**Annexure - H**

**BID SECURING DECLARATION FORM  
(To be submitted by MSME / NSIC on Company's Letterhead)**

Tender No.

Date:

To:

The Director  
IUAC  
New Delhi-110067

I/We, the undersigned, solemnly declare that:

I/We understand that, according to your conditions of this Tender document, bids must be supported by a Bid-Securing Declaration in lieu of Bid Security Deposit.

I/We unconditionally accept the condition of this Bid Security Declaration that I/We will automatically be disqualified / suspended from bidding for any contract with IUAC, New Delhi for a period of two years 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, if I/We:

- (a) withdraw / modify / amend/ impair / derogate, in my respect from 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, 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) Forty five 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 I**

### **FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK (Solvency Certificate)**

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. (Rupees.) This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature with seal)

For the bank Note: (1) Bankers certificate is issued without any guarantee or responsibility on the bank or any of the officers. In the case of partnership firm, certificate should include names of all partners as recorded with the bank.

## Annexure - J

### Check List for Pre-Qualification of Bid for Supply of Helium gas and Liquid Helium

| Sl. No. | Documents asked for  | Page number at which document is placed |
|---------|--|---|
| 1       | Tender Acceptance Letter ( Annexure -D)  |   |
| 2       | Profile of the Bidder (Annexure-E)   |   |
| 3       | Declaration of Code of Integrity & Conflict of Interest ( Annexure-F)  |   |
| 4       | Undertaking that the bidder is not blacklisted by any Govt. Department (Annexure -G)                             |   |
| 5       | Bid Security Declaration (Annexure-H)  |   |
| 6       | Solvency Certificate ( Annexure-I)   |   |
| 7       | Self attested copies of GST registration and PAN   |   |
| 8       | EMD deposit proof  |   |
| 9       | Copy of MSME / NSIC registration certificate (if applicable)   |   |
| 10      | A copy of the purity certificate of any earlier order not older than 5 years                                     |   |
| 11      | Copies of successfully executed purchase order within 5 years As mentioned in 2(xi)                              |   |
| 12      | Confirmation of supply of helium gas and liquid ( annexure-B)  |   |
| 13      | Copies of documents related to the liquid helium storage tank at the factory site as mentioned in 2(xii)         |   |
| 14      | Copies of documents related to the helium impurity measurement setup at the factory site As mentioned in 2(xiii) |   |
| 13      | Document Check list (Annexure-J)   |   |

(Seal & Signatures of Contractor)

(Name and Address of the Bidder)

Telephone No.