

CENTRE OF PLASMA PHYSICS

Tepesia, Sonapur - 782 402, Kamrup, Assam (India)
Phone : (0361) 2160616, Email: cppmail@rediffmail.com

TENDER DOCUMENT

CPP/272/CPP-IPR/PF/Photodiode/2007-08/21 Dtd. 06.11.2007

NAME OF WORK

**SUPPLY OF HYDROGEN GENERATOR AND DEUTERIUM GAS
CYLINDER TO CPP, SONAPUR**

CENTRE OF PLASMA PHYSICS

Tepesia, Sonapur - 782 402, Kamrup, Assam (India)
Phone : (0361) 2160616, Email: cppmail@rediffmail.com

No. : CPP/272/CPP-IPR/PF/Photodiode/2007-08/21 Dtd. 06.11.2007

Detailed NOTICE INVITING TENDER for the work “SUPPLY OF HYDROGEN GENERATOR AND DEUTERIUM GAS CYLINDER TO CPP, SONAPUR”, vide: CPP/ 272/ CPP-IPR/ PF/ Photodiode/ 2007-08/ 21 Dtd. 06.11.2007 issued to:

Shri/ M/ s

Address:

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Chairman
Purchasing Committee,

CENTRE OF PLASMA PHYSICS

Tepesia, Sonapur - 782 402, Kamrup, Assam (India)
Phone : (0361) 2160616, Email: cppmail@rediffmail.com

NOTICE INVITING TENDER

CPP/ 272/ CPP-IPR/ PF/ Photodiode/ 2007-08/ 21 Dtd. 06.11.2007

1. Director, Centre of plasma physics (CPP), Sonapur, Assam, PIN – 782402 invites tender from reputed original manufacturers or their authorized dealers for the supply of following items –

- (i) Hydrogen Generator
- (ii) Deuterium (D₂) Gas

Tender papers can be obtained from the office or through e-mail request either to cppmail@rediffmail.com or tkborthakur@yahoo.co.uk . The tender can be also downloaded from our website: <www.geocities.com/centre_plasma>. Completed quotation is to reach the office of the undersigned within 12.30 hrs on 31/ 01/ 2008.

Issue of Tender Document:	Up to 12 noon of 15.01.2008
Last Date and Time of Submission of :	12:30 hrs. of 31.01.2008
Tender	
Date of Opening of the Bid :	14:30 hrs. of 31.01.2008
Time of completion of the supply:	2 Months

Issue of Tender Document:

Tender documents will be issued on any working day during office hour within the last date of issue of Tender on payment of (non-refundable) Demand Draft / Banker's Cheque of Rs. 250.00 in favour of Director, Centre of Plasma Physics, payable at Guwahati towards the cost of tender document. Tender papers may also be provided through e-mail on request made to the e-mail id <cppmail@rediffmail.com>. In such case the cost of tender paper should be submitted along with the tender.

The issue of tender papers to a tenderer does not automatically mean that the tenderer is considered qualified for the priced part of the bid.

NOTE:

1. Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.
- 2 **Proof for fulfillment of eligibility criteria mentioned hereunder should be submitted along with the tender. If the tender is submitted without valid documents, CPP shall not consider your offer. Tenders received without proof of eligibility criteria are liable to be rejected.**

3. DD should not be prior dated to the date of advertisement.
4. **Those who have not obtained the tender document from institute's office may submit the prescribed Tender Fee keeping it in a separate envelope along with the tender.**
4. Tenders received without the prescribed tender fee will be rejected.
5. No request for the extension of due date will be considered.
6. Late/ Delayed offers will not be accepted.
7. Tenders in a sealed envelope superscribing the envelope with the above tender no., date, due date and brief description of tendered item along with EMD, whose amount should be 1 % of the quoted price, by way of Demand Draft from a nationalized/ scheduled bank drawn in favor of *Director, Centre of plasma physics* and payable at *Guwahati* should be submitted to the office of the *Director, CPP* at the above address by 12:30 Hrs on 31st January, 2008. Tenders received upto 12.30 Hrs on 31-01-2008 will be opened on the same day at 2.30 p.m. in the presence of attending tenderers.
8. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
9. CPP will not be responsible for any delay/ loss of documents in transit.
10. Tenders received without the details asked for including proof of eligibility for participating in the tender may not be considered.
11. Tenderers should furnish/ enclose full technical details/ literature, delivery period and confirm the terms and conditions attached with the tender.
12. The Director, CPP reserves the right to accept or reject any offer in full or part thereof without assigning any reason thereof.

Qualifying criteria:

- i. Tenderer must be manufacturer of reputed company in respective field of the equipment / item or their authorized dealer/ agent.
- ii. In case of Manufacturers mentioned above are of foreign base then their dealers / agents can participate on behalf of their principal.
- iii. Dealers must enclose valid dealership certificate with the tender.

NOTE: Issue of tender documents does not mean that a Tenderer is qualified to submit tenders. CPP's decision to consider as to whether a Tenderer has met with the eligibility criteria is final.

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SPECIAL CONDITIONS OF CONTRACT

SECTION – I
SEPCIAL CONDITIONS OF CONTRACT

1. The quotation and any order resulting from this tender/ enquiry shall be governed by our Conditions of contract and supplier quoting this tender shall be deemed to have read and understood the same in Toto.
 2. Where counter terms and conditions have been offered by the supplier, the same shall not be deemed to have been accepted by us, unless our specific written acceptance thereof is obtained.
 3. **Tender Fee:** Tenders received without the prescribed Tender Fee will be rejected.
 4. **Clarifications:** Any technical and commercial questions, information, clarifications, etc. that may be required pertaining to this Tender/ enquiry may be obtained from the Purchaser before submitting the tender.
 - 4.1 Bids shall be complete in all respects and shall include properly filled in prices, other specifications, schedules, relevant drawings and catalogues as necessary alongwith the bid covering letter, all in duplicate.
 5. **Quotation:** Your quotation superscribing our tender/ enquiry No., date, due date and short description of item should be submitted to the office of the Director, CPP in sealed envelopes on or before the due date. The Quotation should be included in two inner covers, as detailed below:
 - A. The first envelope, inscribed “price bid”, to contain the price-bid in a seal cover.
 - B. The Second cover, inscribed “Technical Bid” to contain the following:
 - i. Signed copy of Terms and conditions.
 - ii. Signed copy of Model compliance sheet.
 - iii. Proof for fulfillment of eligibility criteria & copy of previous purchase orders (if necessary).
 - iv. Printed (or electronic) brochure / multimedia presentations detailing the product features, preferably in colored graphics/ animation/ video.
- Late and delayed quotations will not be considered. CPP will not be responsible for postal delays or any other delays in receipt of quotation. Envelopes received without Tender number, date, due date and short description of item may be rejected. The quoted prices should be firm for a period of at least 30 (Thirty) days from due date for placing order. CPP is not bound to accept lowest rate(s). CPP reserves the right to place order on one or more parties irrespective of whether he is lowest or not. The scope of supply includes insurance and subsequent warranty by the Tenderer/ Supplier.
6. **Specifications** Material should be offered strictly conforming to our specifications/ drawings. Deviation, if any, should be clearly indicated by the supplier in their quotation. The supplier should also indicate the Make/ Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation.
 7. **Terms of prices:** Quotation should be submitted on door delivery basis without extra charge wherever possible. The material is to be delivered at our lab free of charge.

Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of purchase order/ contract.

7.1 Prices are required to be quoted according to the units indicated in the tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

7.2 Wherever options are specified in the tender documents, CPP reserves the right to accept any option/ s irrespective of whether all the vendors have quoted for all the options or not. The decision of CPP in this regard will be final.

8. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
9. CPP shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted.
10. **Sales Tax etc.:** The percentage of Sales Tax/ VAT, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.
 - 10.1 **VAT Registration:** You may submit a copy of VAT Registration certificate along with your quotation (if applicable).
 - 10.2 **Service Tax:** Wherever Service tax is applicable, it should be mentioned clearly. You may indicate percentage of Service Tax in your quotation.
 - 10.3 **Excise Duty:** As per Notification No.10/ 97-CE (Central Excise) dated 1-3-1997, the Purchaser is entitled for availing Excise Duty exemption at present. Excise Duty Exemption Certificate, wherever applicable, and as per rules will be issued at the appropriate time. Hence Excise Duty should not be included in the BID. However, prevailing percentage of Excise Duty may be indicated.
 - 10.4 **Octroi:** CPP is situated in Kamrup District (Assam) and hence Octroi is not applicable at present.
11. **Delivery Date:** The supplier must indicate the firm delivery date by which the materials will be delivered & installed in our lab in working condition by them from the date of our order.
12. **Earnest Money Deposit (EMD):** Tenderer should furnish EMD, whose amount should be 1 % of the quoted price, by way of Demand Draft from a nationalized/ scheduled bank drawn in favour of Director, Centre of Plasma Physics payable at Guwahati should be submitted along with quotation. Tender received without EMD will not be accepted.

12.1 EMD of unsuccessful Bidder will be returned after finalizing the Contract/placing Purchase order.

13. **Payment:** Within 30 days from the date of acceptance. Wherever, advance payment is involved, it will be paid only against Bank Guarantee from Nationalised/ Scheduled Bank.
14. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
15. Quotation should be valid for at least for 30 (Thirty) days from the date of opening of the tender.
16. Delivery period is to be clearly indicated.
17. **Guarantee/ Warranty:** The system must be under complete cover (parts + labor) for at least three years. The repair calls to be addressed the same day/ next business day. For defects noticed during the Guarantee/ warranty period, replacement/ rectification to be arranged free of cost within a reasonable period of such notification.
18. **Security Deposit:** The successful Bidder will have to furnish to the Purchaser an interest free security deposit for 10% (Ten percent) of the order value in the form of Bank Guarantee of an equivalent amount from a nationalized/ scheduled Bank within 10 (Ten) days from the date of LOI/ Purchase order and the said Guarantee should be valid till the goods are accepted by CPP. The Security deposit shall be forfeited in case the selected Bidder does not start the work within the time limit specified or fail to complete the work within the stipulated delivery period or fail to comply with any of the terms and conditions in the purchase order/ contract.
19. **Liquidated Damages:** In addition to forfeiting Security Deposit, Liquidated Damages for the delay shall be 1/ 2% (half percent) of the total order value for the delay of each week in the scheduled time of supply or the scheduled date of final completion for the work as the case may be, subject to a maximum of 5% (five percent) of total order value. Liquidated Damages will be recovered from the payment due to the supplier.
20. **Performance Bank Guarantee:** The Tenderer/ Supplier will have to furnish to the Purchaser (CPP) an interest free performance bank guarantee for 10% (Ten percent) of the order value/ contract value by Demand Draft or by way of providing a Bank Guarantee from a Nationalised/ Scheduled Bank valid for a period of 36 months/ guarantee (warrenty) period mentioned in the order from the date of installation/ acceptance for satisfactory performance of the work carried out by the Tenderer.
21. The Tenderer shall at all times indemnify the purchaser against all claims which may be made in respect of the stores/ material/ goods/ equipment for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.
22. **Jurisdiction:** The contract/ Purchase order shall be governed by the Laws of India for the time being in force. The Courts of Guwahati only shall have jurisdiction to deal with and

- decide any legal or dispute arising out of this contract.
23. **Settlement of disputes:** Any disputes or difference arising out of or in connection with the Contract/ Purchase order shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.
24. **Arbitration:** In the event of any dispute or difference arising under this Contract, the matter shall be referred to the Arbitrators one each nominated by the Purchaser and Tenderer from their respective organizations. In case the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Tenderer and whose decision will be final and binding on both the parties. The venue of arbitration will be CPP. Subject to as aforesaid the Arbitration Act, 1940 and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Contract.
25. **Permits and Licences:** The Tenderer shall secure and pay for all permits and license which he may require to comply with in respect of all laws, ordinances and regulations of the Government or Public Authorities in connection with the performance of his obligations under the Contract. The successful tenderer shall be responsible for all damages and shall indemnify and save the Purchaser harmless from and against all claims for damages and liability which may arise due to his failure to comply with what is stated above.
26. **Operation/Instruction Manual:** Where operation/ instruction manual is essential to enable the Purchaser to put the system to proper use, the successful tenderer shall furnish such operation/ instruction manual along with the supply.
27. **Test Certificate:** Wherever required, test certificates should be sent along with the despatch documents.
28. **Secrecy:**
- 28.1 All information, drawings, designs and specifications imparted to the bidder/ successful tenderer shall, at all times, remain the absolute property of the Purchaser, the bidder/ successful tenderer shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- 28.2 The tenderer shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the successful bidder with the prior consent of the Purchaser. In such cases, the successful tenderer shall ensure and obtain similar obligation of confidence, from third parties in question.
29. **Indemnity:** The Tenderer shall warrant and be deemed to have warranted that all stores supplied against this contract are free and clean of infringement of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by

patent. Registration of design or Trade Mark and shall all risk of accidents of damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract.

30. **Counter terms and conditions of Suppliers:** Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained.
31. **Installation/commissioning/site works:** Wherever these activities are part of scope of work/ specifications, Tenderer to carryout out the same without any extra cost to CPP.
32. **Free Issue Material (FIM) (If specified in the tender documents):** Successful tenderer will have to furnish in the form a Bank Guarantee or in any other form as called for by the Purchaser towards adequate security for the materials/ property provided/ issued by the Purchaser as Free Issue Material (FIM) for the due execution of the contract. Successful bidder shall submit Bank Guarantee from a nationalized bank and arrange insurance for the cost of FIM at his expenses.
33. Late/ delayed tenders will not be accepted. Incomplete tenders may be rejected at the discretion of CPP.
34. **CPP is not bound to accept the lowest tender. CPP reserves the right to select any Tenderer at its sole discretion, or to reject all the tenders.**
35. **Result of the tenders:** Unsuccessful tenderers will not be informed of the result of their tenders.
36. The Director, CPP reserves the right to accept or reject any quotation/ tenders fully or partly without assigning any reason.

We agree to the above terms and conditions.

Place:

Signature of Bidder with seal Date:

Note: A copy of our terms and conditions duly signed should accompany your quotation.

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TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

Scope: This specifications governs the technical details of Hydrogen Generator and Deuterium Gas Cylinder are given below:

Sl. No.	Item	Specification	Quantity
1.	Hydrogen (H ₂) Generator	Purity: 99.99% Flow rate: 100 ccm, 160 ccm and 250 ccm. It should be user friendly and maintenance free.	1 piece
2,	Deuterium (D ₂) gas cylinder with regulator	Purity : 99.99% Vol: 177 cft at 2200psig Cynlider size: 23 cm Dia and 130 cm length Regulator: Single stage of stainless steel of CGA350 type.	1 Cylinder

MODEL COMPLIANCE SHEET

A: Compliance sheet for hydrogen generator *(To be returned duly filled-in and signed along with offer)*

Make _____ Model _____

Purity _____ Flow rate _____

B: Compliance sheet for deuterium gas *(To be returned duly filled-in and signed along with offer)*

Make _____ Purity _____

Pressure _____ Volume _____

Cylinder size _____

Connection specification _____

Note: If the product uses components other than specified in this document, then these must be clearly indicated, with a comparative analysis indicating advantages of the used component with the one suggested in this document.

Place:

Signature of Bidder with seal

Date:

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TENDER DOCUMENT

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PRICE BID

(To be enclosed in a separate sealed cover)

NAME OF WORK:

**SUPPLY OF HYDROGEN GENERATOR AND DEUTERIUM GAS
CYLINDER TO CPP, SONAPUR**

SECTION – 1

Instruction to tenderer

1. This document (Price-Bid) shall be duly filled up, signed on every pages and submitted within the due date & time prescribed in the Notice Inviting Tender. The Price Bid shall be submitted in a separate sealed envelope.
2. Price bid should be submitted for both the two items Hydrogen generator and Deuterium gas cylinder separately. Price bid submitted for a part of the work is liable to be rejected.

SECTION – 2

Proposal Particulars

1. Name & Address of the Tenderers:

2. Tenderer's proposal no. :

3. Terms of payment sought:

4. Total Amount of the tender:

i. For Hydrogen generator Rs. _____
(Rupees _____)

ii. For Deuterium gas cylinder Rs. _____
(Rupees _____)

Date :

(Signature of the tenderer)

SECTION – 3

Bill of quantity for supply of Hydrogen Generator and Deuterium Gas Cylinder

Sl No	Item	Qty	Rate in figure						Rate in Words	Amount in Rs
			CST	VAT	CST Against issue of 'D' form	Frt. Charge & Transit Insurance	Service Tax (if any)	All inclusive		
01	Hydrogen generator all inclusive	01								
02	Deuterium gas cylinder	01								

We hereby agree that if any discrepancy exists between the amount Quoted in figure and words, the lower price will prevail.

Place:

Date:

Signature of Bidder with seal