टाटा मूलभूत अनुसंधान संस्थान हैदराबाद / TATA INSTITUTE OF FUNDAMENTAL RESEARCH HYDERABAD

प्लाट नं. ३६/पी, गोपनपल्ली ग्राम, सेरिलिंगमपल्ली मंडल, रंगा रेड्डी जिला, हैदराबाद – ५०० १०७, तेलंगाना.

Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad - 500 107, Telangana, India.

टेलीफोन /Telephone: +91-40-2020 3020 ई-मेल /Email: purchasegroup@tifrh.res.in वेबसाइट /Website: www.tifrh.res.in तिथि /Date: 18-05-2024

निम्नलिखित मदों के लए एनआईटी व निविदा प्रपत्र (दो भाग पब्लिक टेंडर) / Notice Inviting Tender cum Tender Document (Two Part Public Tender) for the following items:

Supply, Installation and Commissioning of 50TW Experimental Dodecagon Vacuum Chamber for TIFR Petawatt Laser Lab.

As per technical specifications in Annexure A.

निविदा संख्या / Tender No.	TIFR/PD/CA24-6/240056
प्रकाशन की तिथि / Date of Publishing	18-05-2024
प्री-बिड मीटिंग की तिथि / Pre-Bid Meeting Date	28-05-2024 at 11.00 Hrs. (Through ZOOM- Zoom link details please visit our website https://www.tifrh.res.in/tender/ / Direct Visit at TIFR, Hyderabad premises)
निविदा शुल्क / Tender Fees	Rs. 00 (USD 00)
ईएमडी / EMD (Earnest Money Deposit)	Rs. 85,000.00
अनुमानित मूल्य / Estimated Cost (Estimated cost up to TIFR, Hyderabad premises inclusive of all applicable charges, taxes, duties etc.)	Rs. 42,48,000.00
बोली जमा करने की अंतिम तिथि / Last Date for Submission of Bid	11-06-2024 upto 13.00 Hrs.
बोलियों के प्रारंभ होने की तिथि (भाग ए) / Date of Opening Bids (Part A)	11-06-2024 at 15.00 Hrs.

निविदा को बंद लिफाफे में जामा करना जरूरी है। लिफाफे के ऊपर निविदा संख्या नियत तिथि का उल्लेख स्पष्ट रूप से होना चाहिए / Tender should be submitted in sealed enveloped super scribed with the Tender No., Due Date in Bold Letters.

अवधक विवरणों, विनिर्देश, शर्तें आदि के लिए कृपया हमारी वेबसाइट देखे: I For more information, specifications, terms and conditions etc., please visit our website:

https://www.tifrh.res.in/tender/

प्री-बिड मीटिंग ऑनलाइन के माध्यम से आयोजित की जाएगी। बिडरों से अनुरोध है कि वे टीआईएफआर हैदराबाद वेबसाइट निविदा पृष्ठ को प्री-बिड मीटिंग जूम लिंक के लिए देखें। बिडर प्री-बिड मीटिंग टीआईएफआर हैदराबाद परिसर में भी निर्धारित तिथि और समय पर शामिल हो सकते हैं।/ Pre- Bid meeting will be conducted through online. Bidders are requested to refer TIFR Hyderabad website tender page for pre-bid meeting zoom link. Bidder may also join the meeting on scheduled date and time at TIFR, Hyderabad premises.

प्रशासवनक अवधकारी / ADMINISTRATIVE OFFICER (क्रय अनुभाग) / (PURCHASE SECTION) टीआईएफआर हैदराबाद / TIFR HYDERABAD

Annexure - A

Technical Specifications for Supply, Installation and Commissioning of 50TW Experimental Dodecagon Vacuum Chamber for TIFR Petawatt Laser Lab.

Description: TIFR-Hyderabad is going to start relativistic laser-plasma interaction activity driven by Petawatt femtosecond laser. For the 50 TW experimental beam line, a Dodecagon shape Vacuum chamber (Size ~ 2.0 meter) is planned to be manufactured and installed. The desired vacuum level to be achieved should be better than low 10^{-6} mbar. The global leak rate of chamber without any known injected gas should be $<10^{-8}$ mbar. Regarding the material, the dodecagon cage should be made of SS-304. The optical breadboard (dia = 1.5 meter), all window frames, except the beam entry flange, should be made of Aluminium (grade: 6061 or similar). All supporting legs should be made of Mild Steel with powder coating. In order to minimize undesired vibration coupling to the optics, vacuum chamber will house an isolated optical breadboard. Concerning the alignments and pointing accuracy of the diagnostics to be installed on the chamber, the parallelity of the cage structure and window flanges have to be maintained with precisions given in the attached drawing. The detailed description of individual components and sections are given below.

Specification for fabricating and testing the 50TW Experimental Dodecagon Vacuum Chamber:

- 1. Base vacuum level of the chamber should be better than 2×10⁻⁶ mbar.
- 2. Global leak rate of chamber without any known injected gas is $< 1 \times 10^{-8}$ mbar.
- 3. Material for the breadboard will be either Al. 5083 or Al. 6061-T6. If any coating required on the breadboard will be informed before machining. Payment will be made as per actuals for this.
- 4. To achieve the desired vacuum, the entire SS TIG welding must be carried out from inside. The vacuum side welding should be continuous. Welding strategy (Joints, thickness, current setting etc.) may be finalized in coordination with the buyers.
- 5. Any additional drawings, required for fabrication such as detailed section drawings of any part, welding joints etc., should be prepared by the vendor.
- 6. All the sealing surfaces of vacuum chamber should be protected from scratch/dents during movement of parts from one place to the other.
- 7. The vacuum chamber should be free from dents, scratch. The sharp edges should be avoided unless it is specified in the drawing.
- 8. All machined parts should be free from debris, grease, and oil at the welding zone before doing the welding.

- 9. All the pipes should be seamless.
- 10. Discontinuity in welding should be avoided.
- 11. Fabrication of chamber should follow UHV guidelines.
- 12. Surface finish on all vacuum side surfaces should be 3-delta finish.
- 13. Matt finish is required on both, inside and outside surfaces of the chamber, to reduce the scattering of light.
- 14. Non-mating surfaces of all mild steel parts should be powder coated. The choice of color should be discussed with buyers.
- 15. All SS fasteners, other than mentioned in the BOQ should be provided by the vendor.
- 16. A dedicated person will be deputed time to time at the vendor's site for follow up, discussions and inspection during the fabrication, assembly, and testing of the chamber.
- 17. Inspection reports of the parts and the assembly should be provided by the vendor.
- 18. Cleaning of vacuum components should be followed as mentioned below.
- 19. Complete assembly and vacuum testing of the chamber should be demonstrated by the vendor at their site. The vacuum pumps, gauges, connectors, etc. required for the testing should be arrange by the vendor. The blank flanges with O-ring for all the ports, required for the testing at the vendor site, will be arranged by the buyer.
- 20. Compatible packing and transport of the chamber (in a cleaned condition) from the vendor site to the buyer site (TIFR, Hyderabad) should be in the vendor scope.
- 21. Final assembly, testing of the chamber at the buyer site (TIFR-Hyderabad) will be in the vendor scope. The vacuum pumps, gauges, connectors, blank flanges with 0-ring for all the ports required for the testing will be arranged by the buyer.
- 22. Standard one year warranty against any mechanical or vacuum failure of the vacuum chamber is applicable, post successful assembly and demonstration of parameters at buyer's site.

Procedure should be followed for cleaning the vacuum components of 50TW Experimental Dodecagon Vacuum Chamber:

- 1) Scrub all surface of the components with degreasing liquid (dilute mixture; brand: PRIL)
- 2) Swab all the internal holes, small features etc. using micro brush with the same degreasing liquid
- 3) Rinse the cleaned part with De-mineralized water; scrub small features like blind/through tapped holes under pressure using a syringe.
- 4) Repeat the above steps for two more times or more until one see non swarf or grease on the part

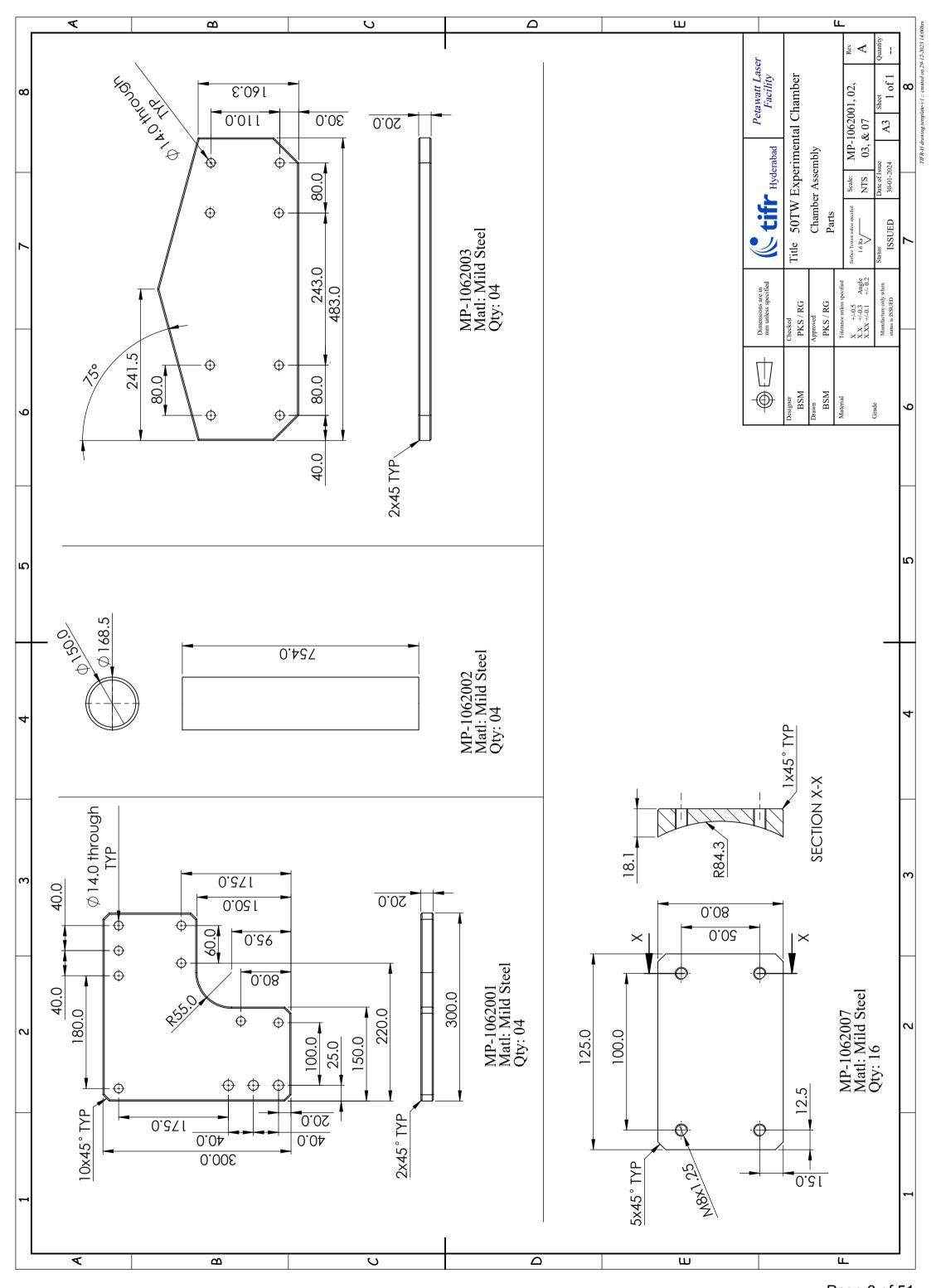
- 5) Finally rinse the parts by scrubbing all the surfaces using nylon scrubber to take away the soap water
- 6) Dry surfaces using lint-free cloth, and internal features like blind holes using hot air blower.
- 7) Wrap components with Al. foil
- 8) During the assembly, the components surface will be wiped with an Iso-propanol using lint free cloth or tissue.

For fasteners:

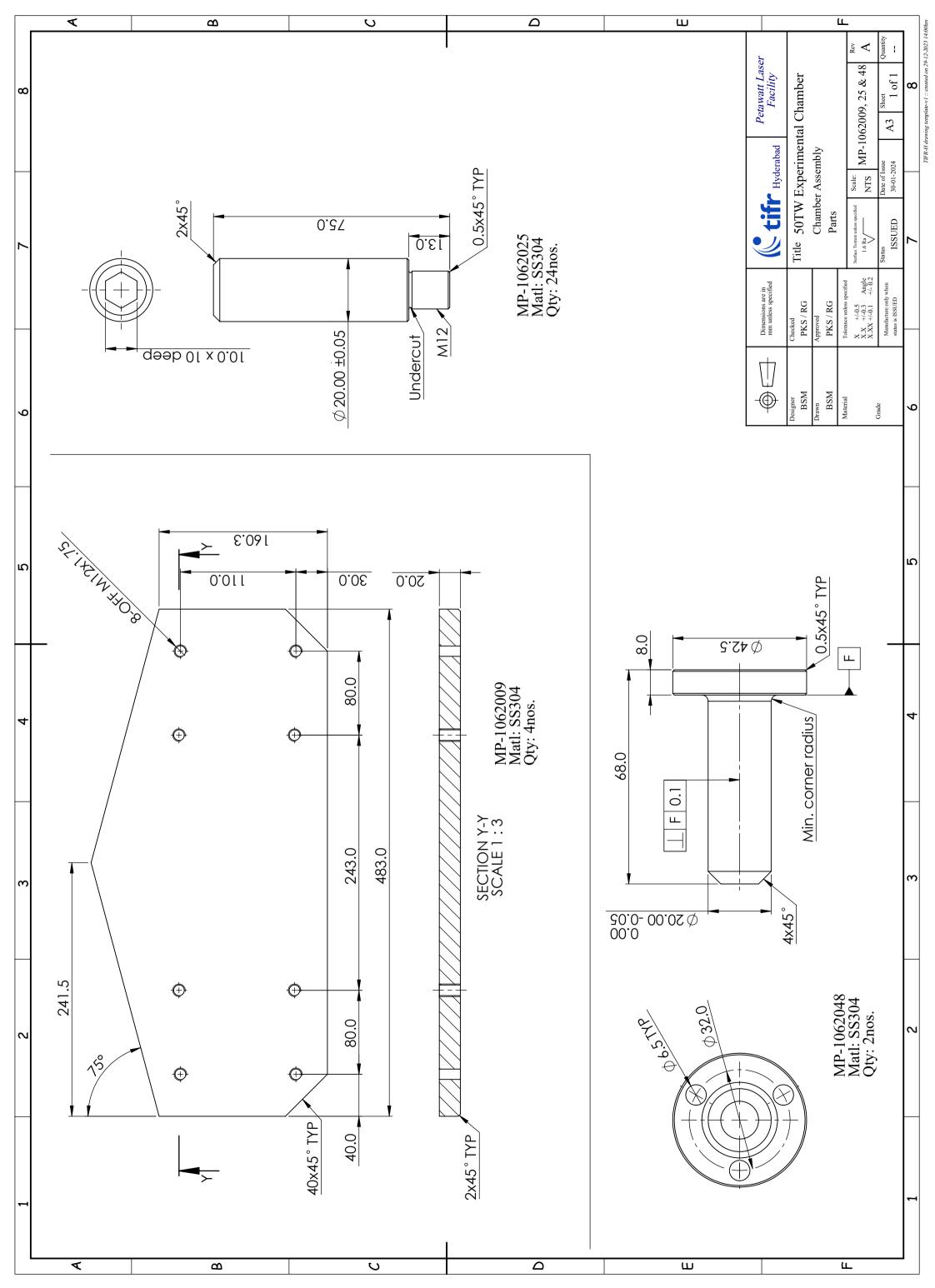
- 1) Soak the screws with degreasing liquid for about 10min
- 2) Scrub all the screws individually using brush
- 3) Rinse and immerse all screws in de-mineralized water for 10-15min
- 4) Finally, clean with Iso-propanol or Acetone using ultrasonic bath.

General terms and conditions:

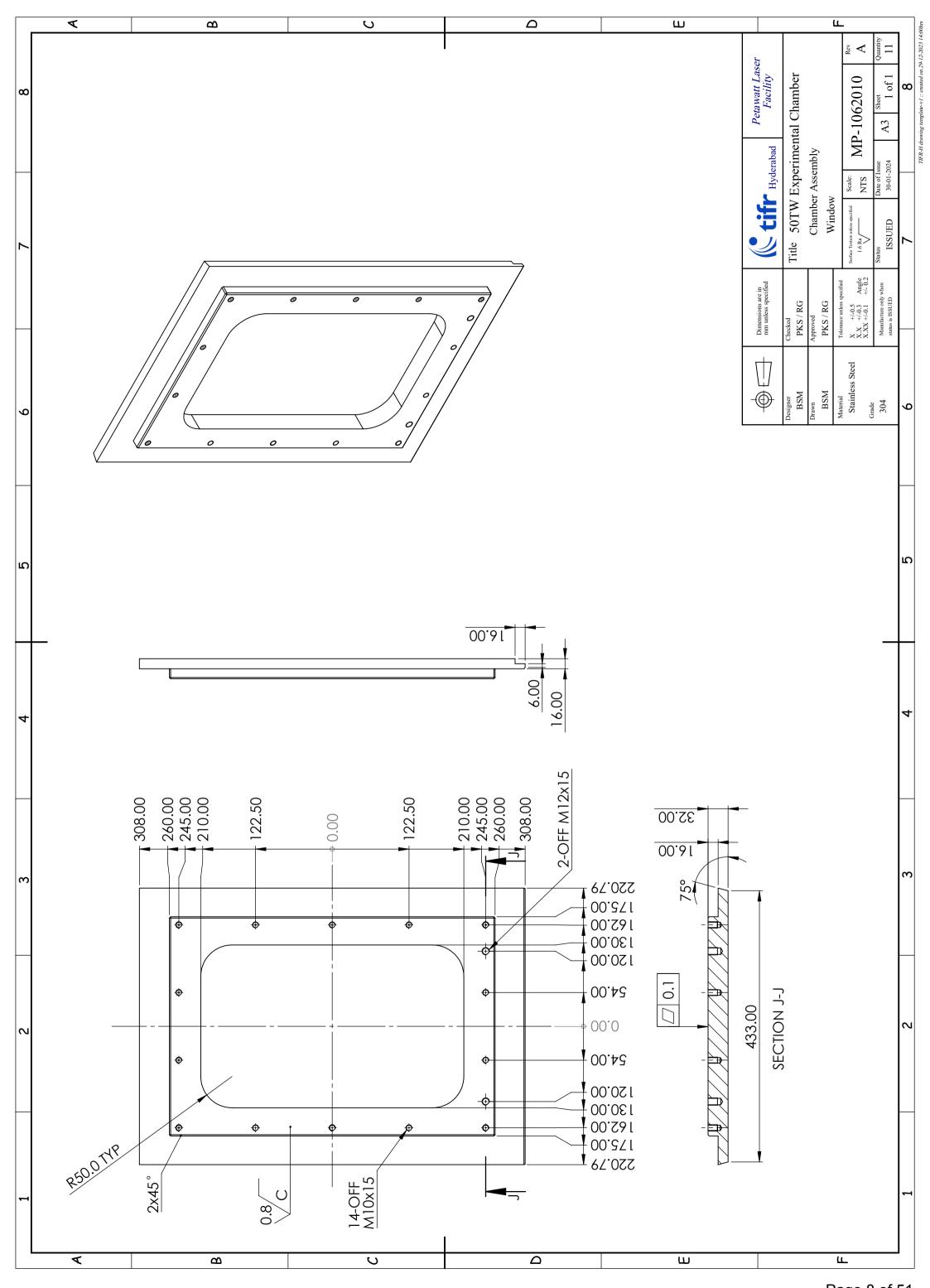
- 1. The vendor should satisfy themselves with the design and the fabrication drawings enclosed herewith before the bidding.
- 2. The vendor may ask for any design clarification or may suggest changes to suit fabrication before bidding. The buyer reserves the right to accept or to partially accept or to reject suggested changes.
- 3. The buyer reserves the right to modify, to correct or to cancel any part or assembly before or during its fabrication after mutual discussion. In such a condition, machining charges of the unfabricated and cancelled part will not be paid by the buyer.
- 4. The final acceptance of the chamber should happen at the buyer site (TIFR-Hyderabad) after full commissioning of the complete vacuum chamber assembly, including demonstrating the base vacuum, leak rate and other specified parameters by the vendor.



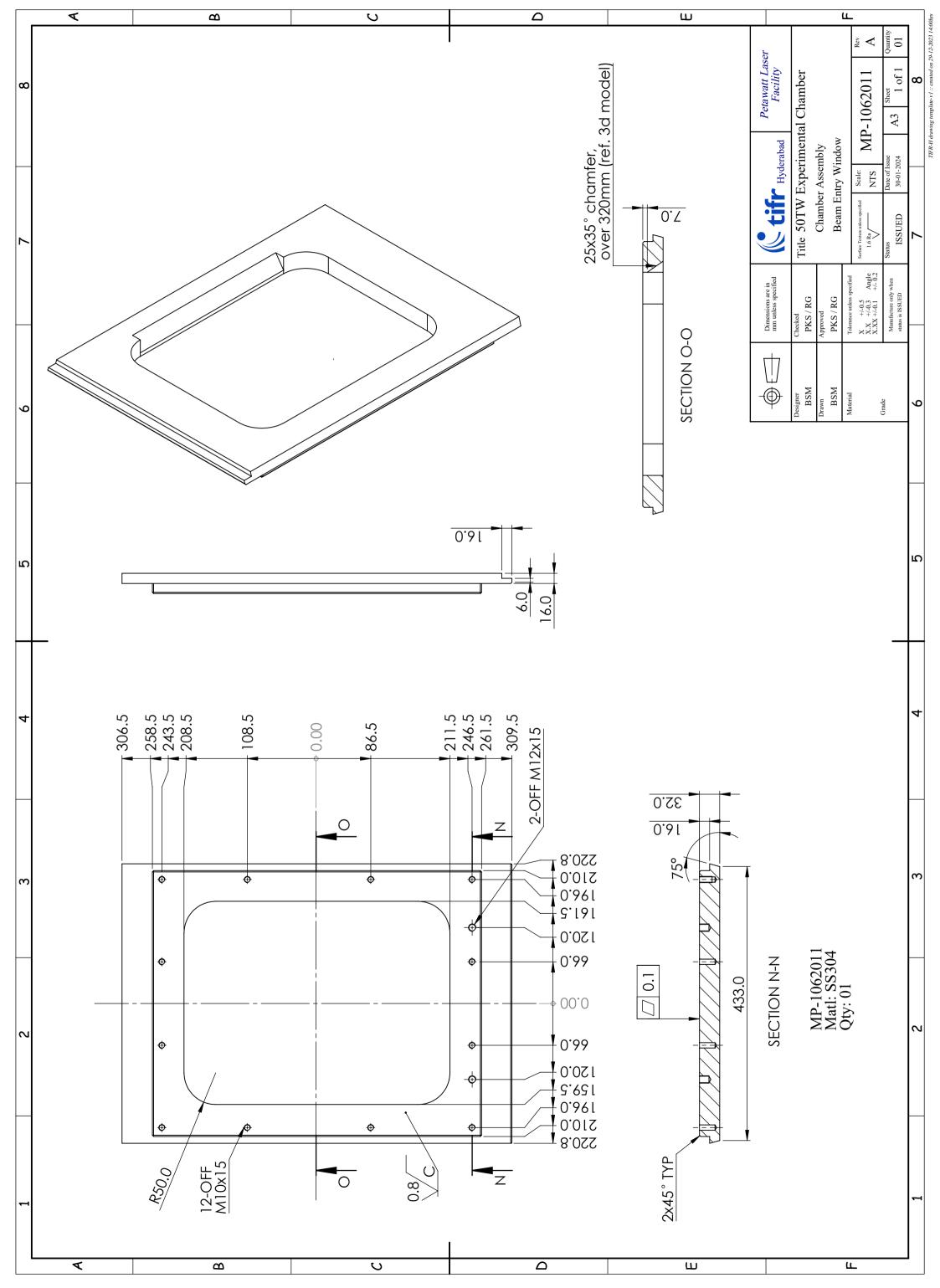
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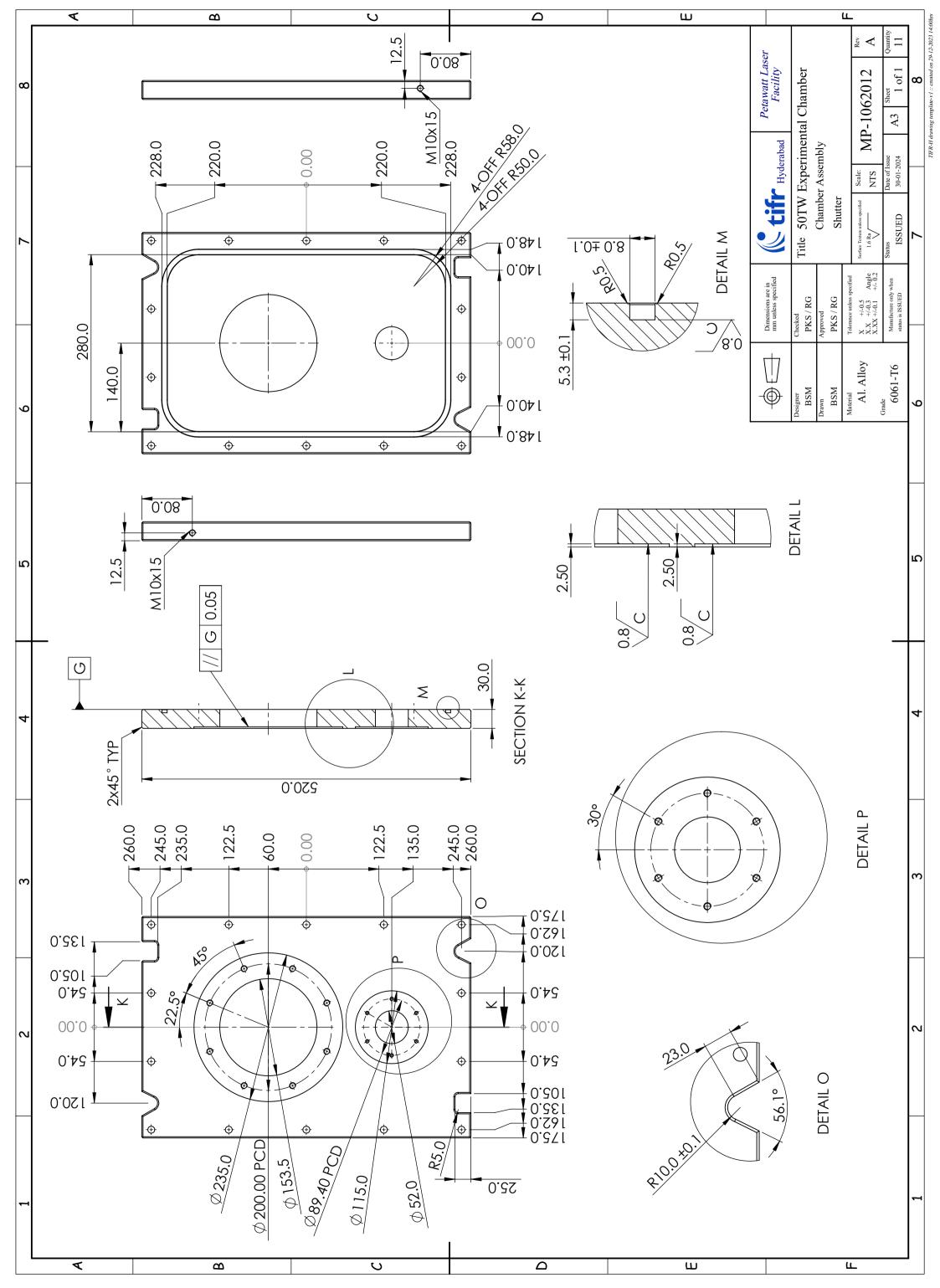
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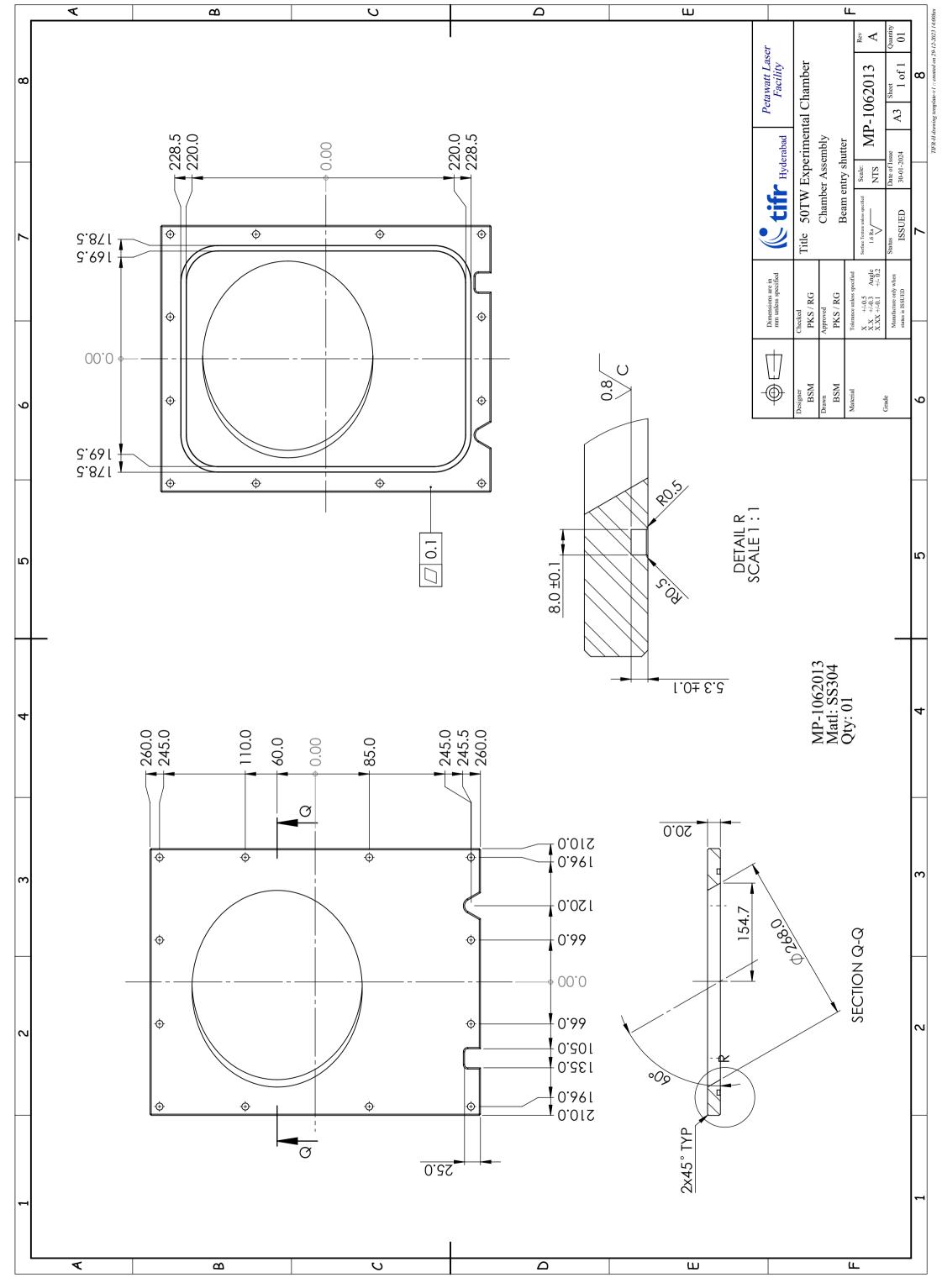
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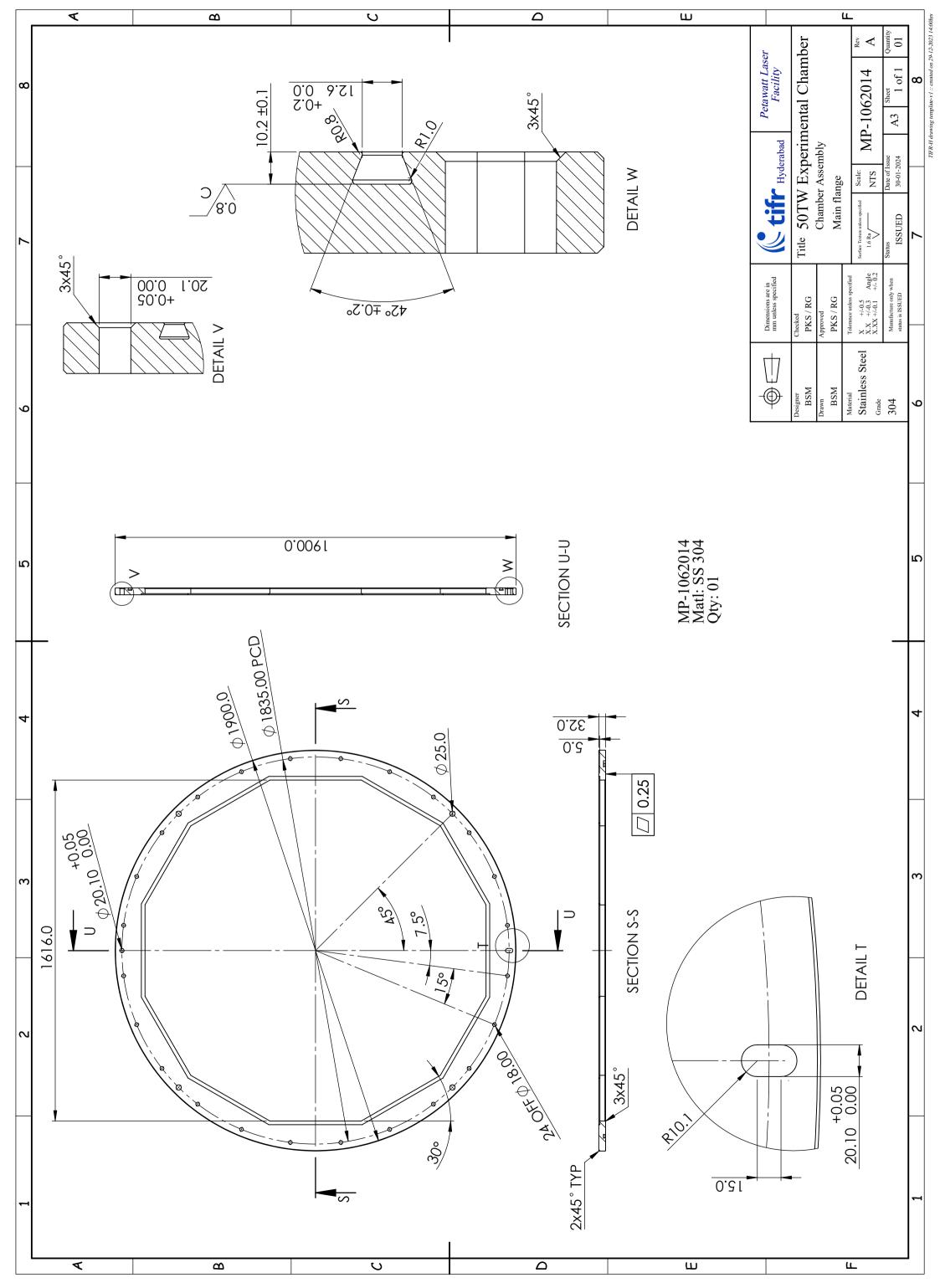
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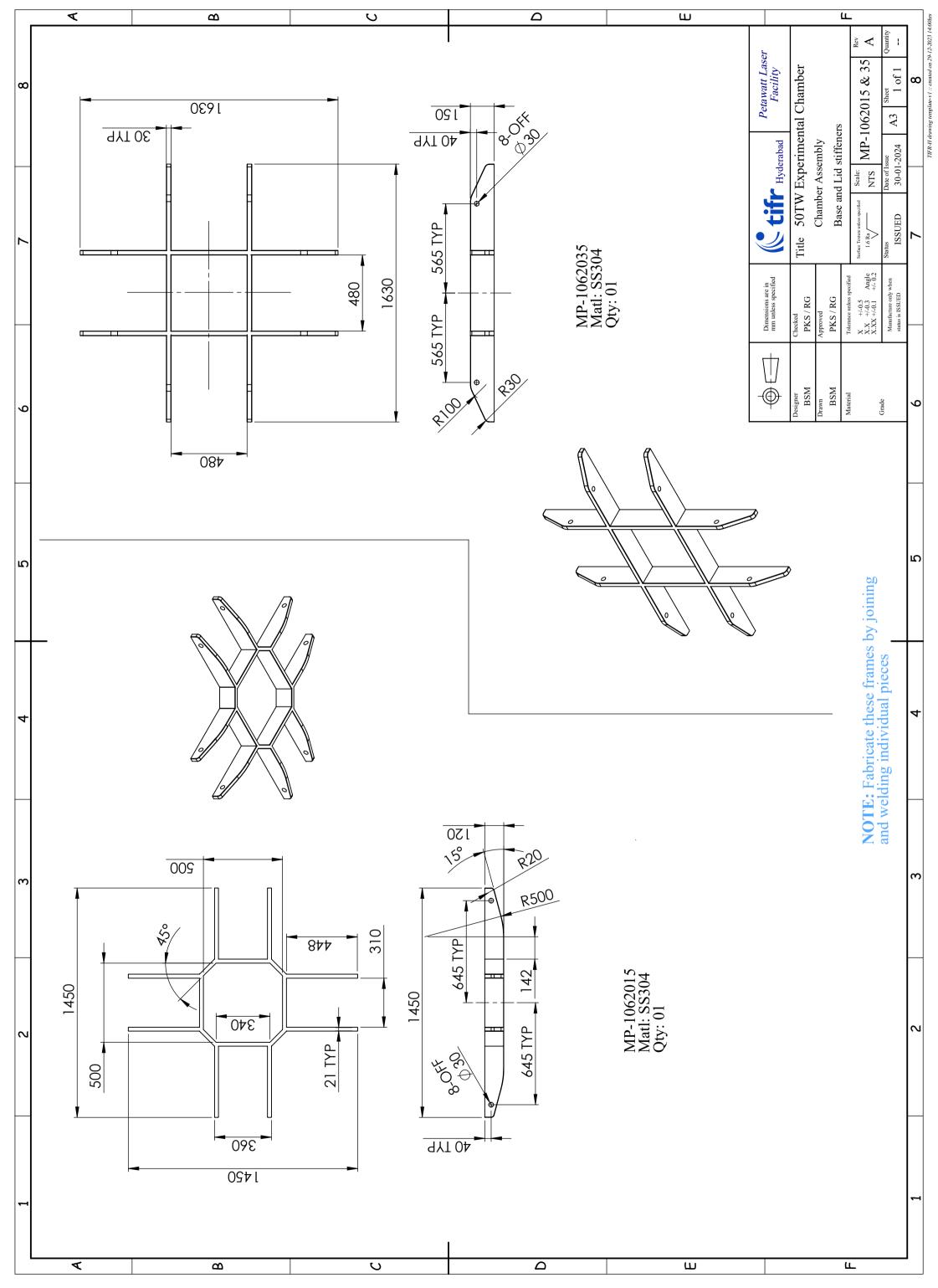
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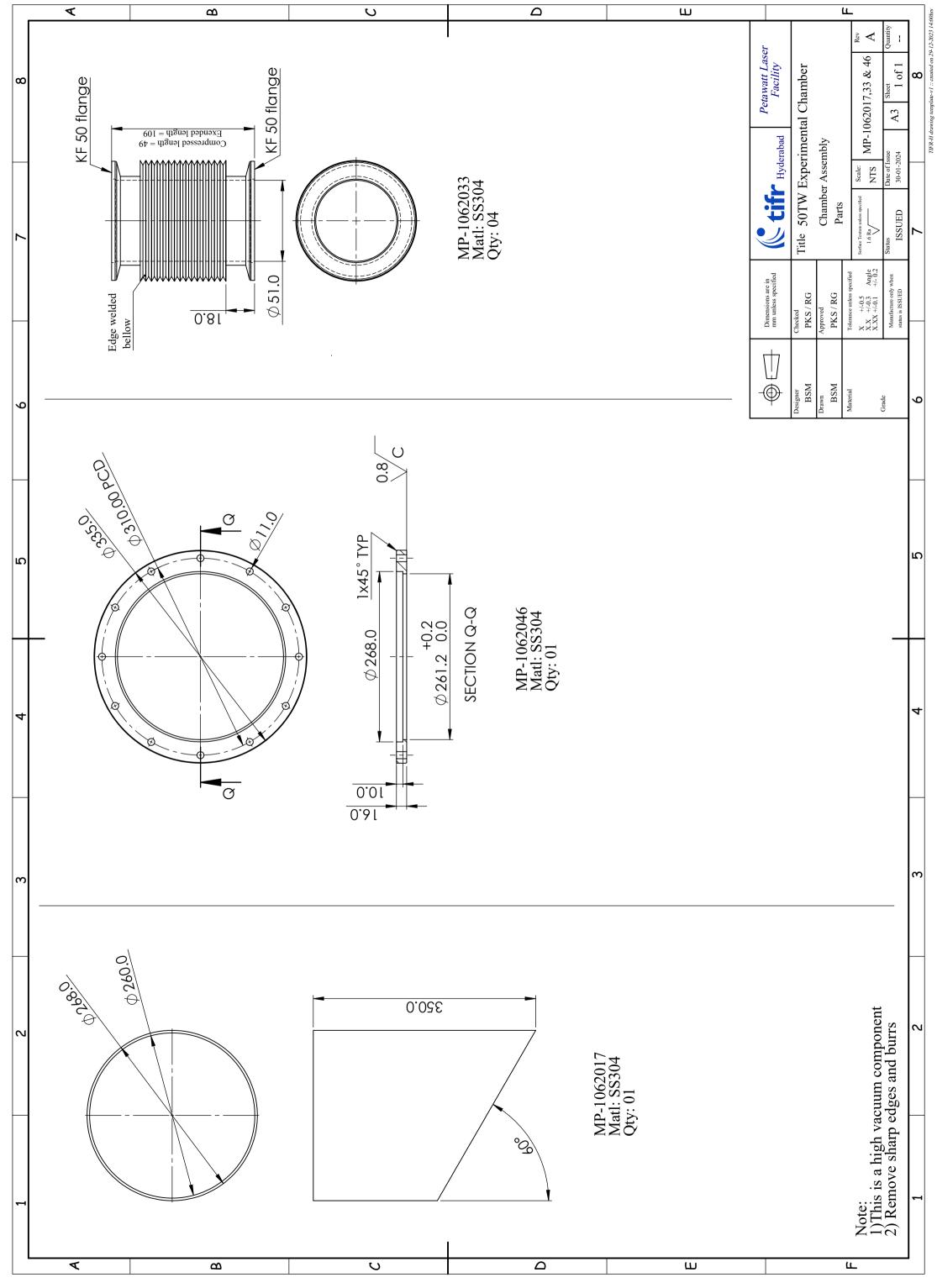
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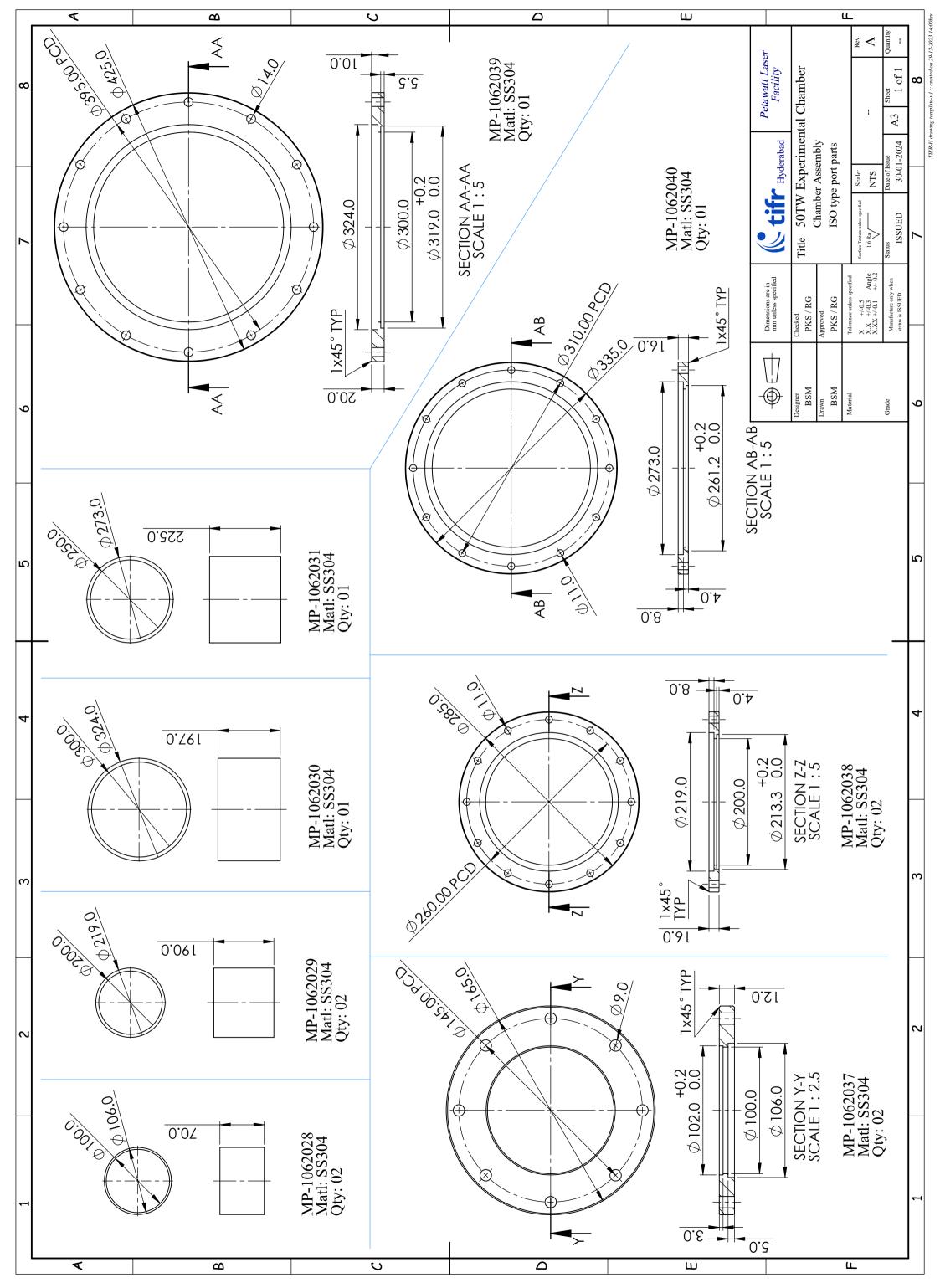
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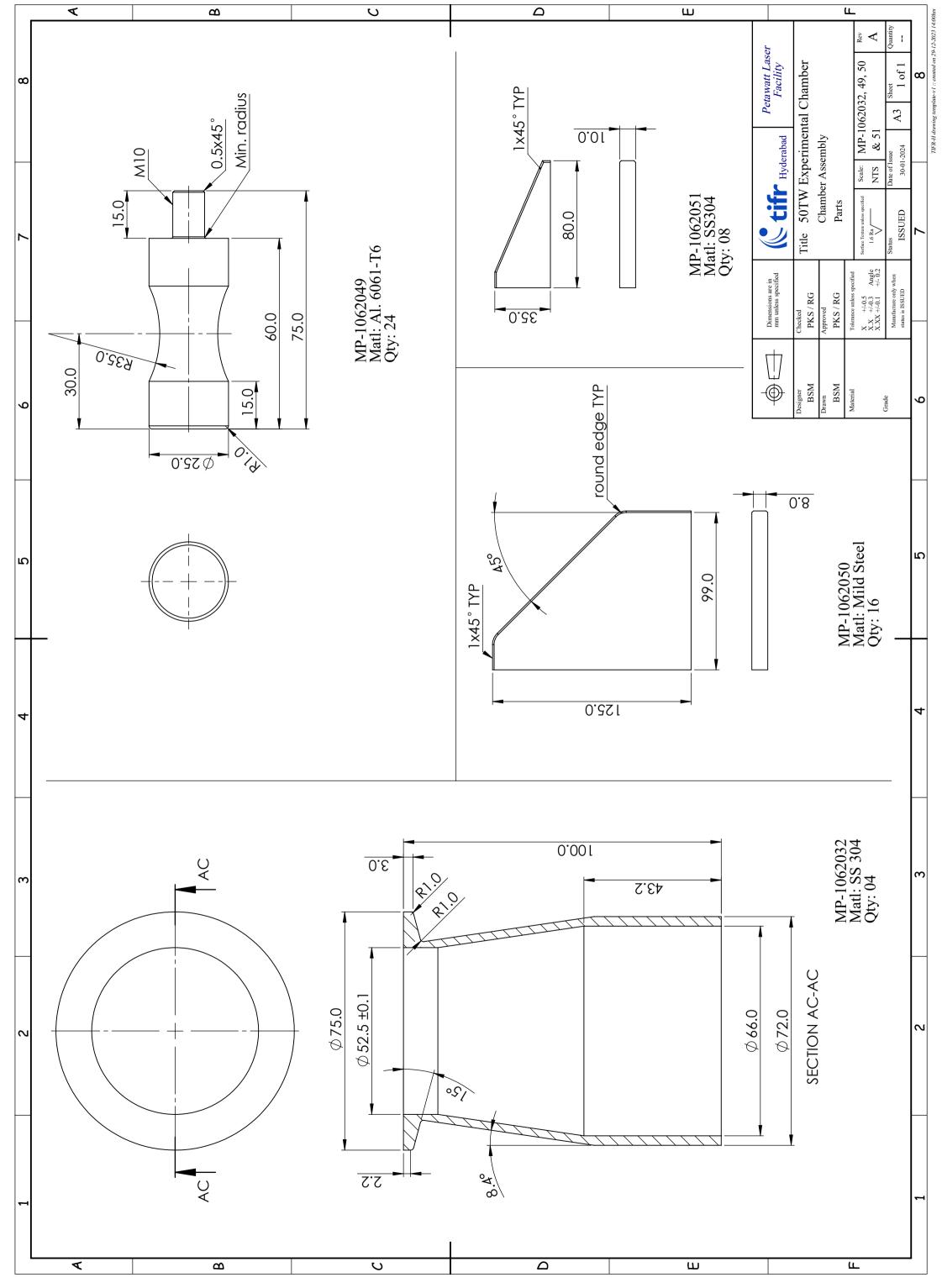
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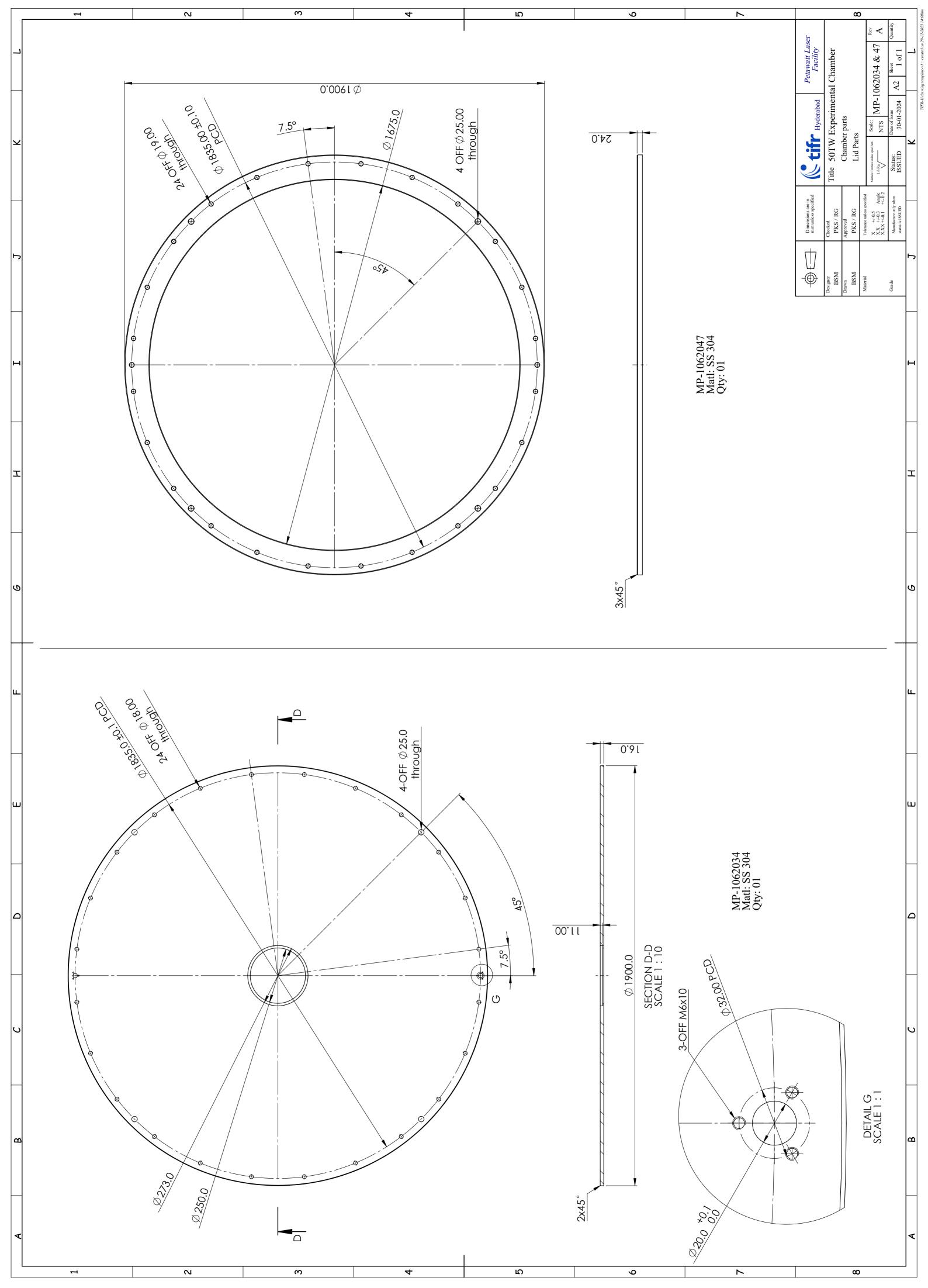
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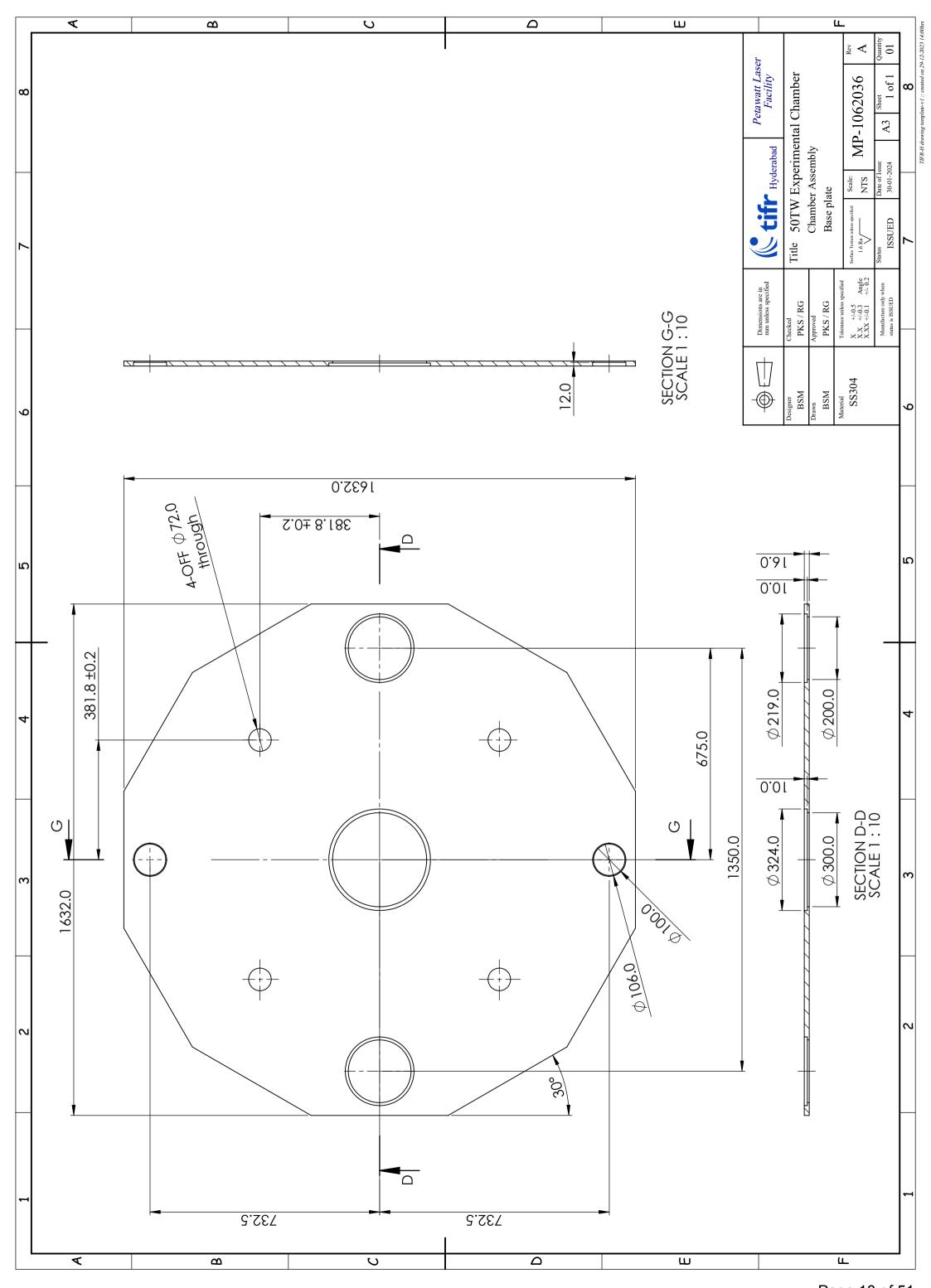
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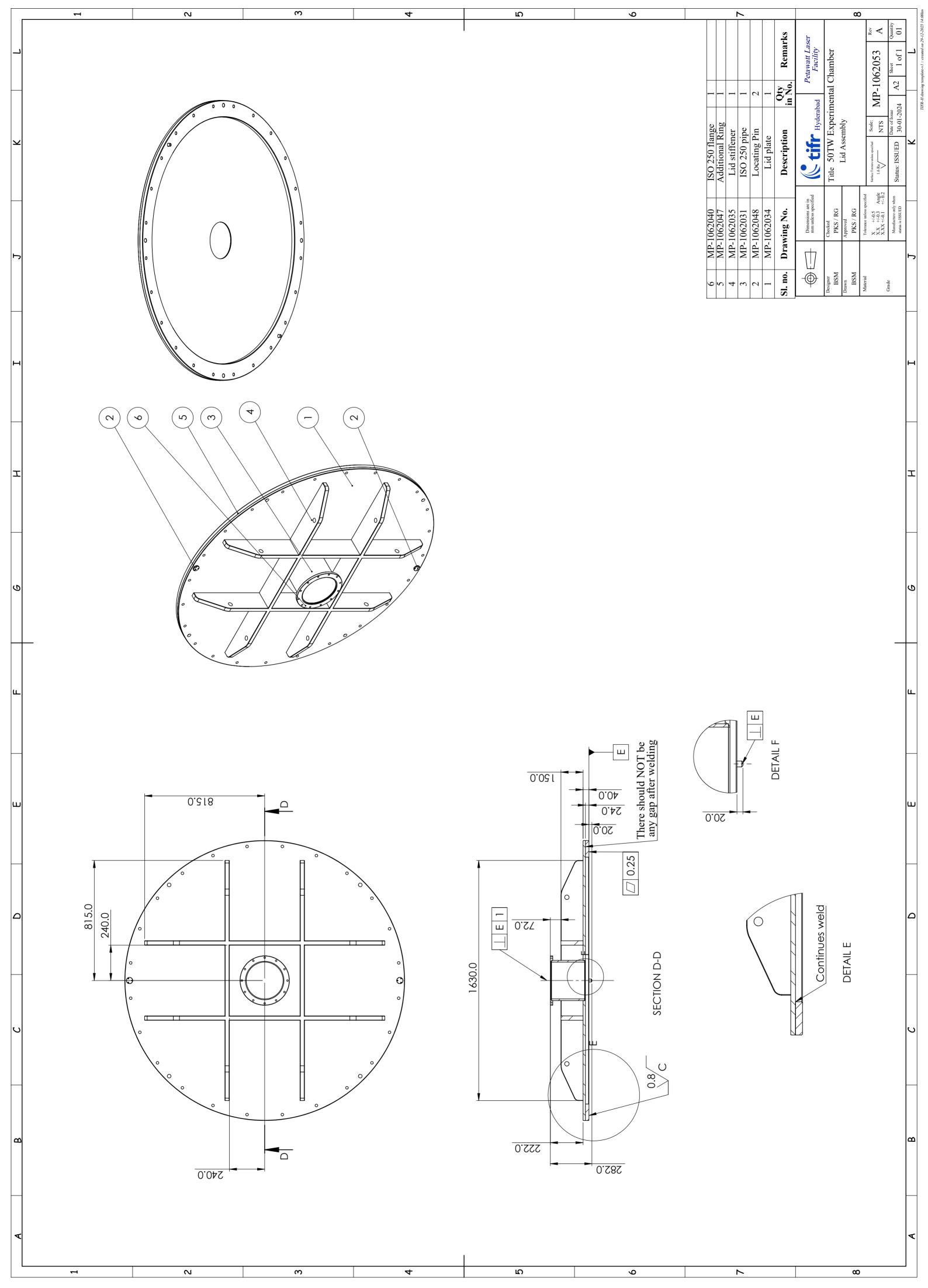
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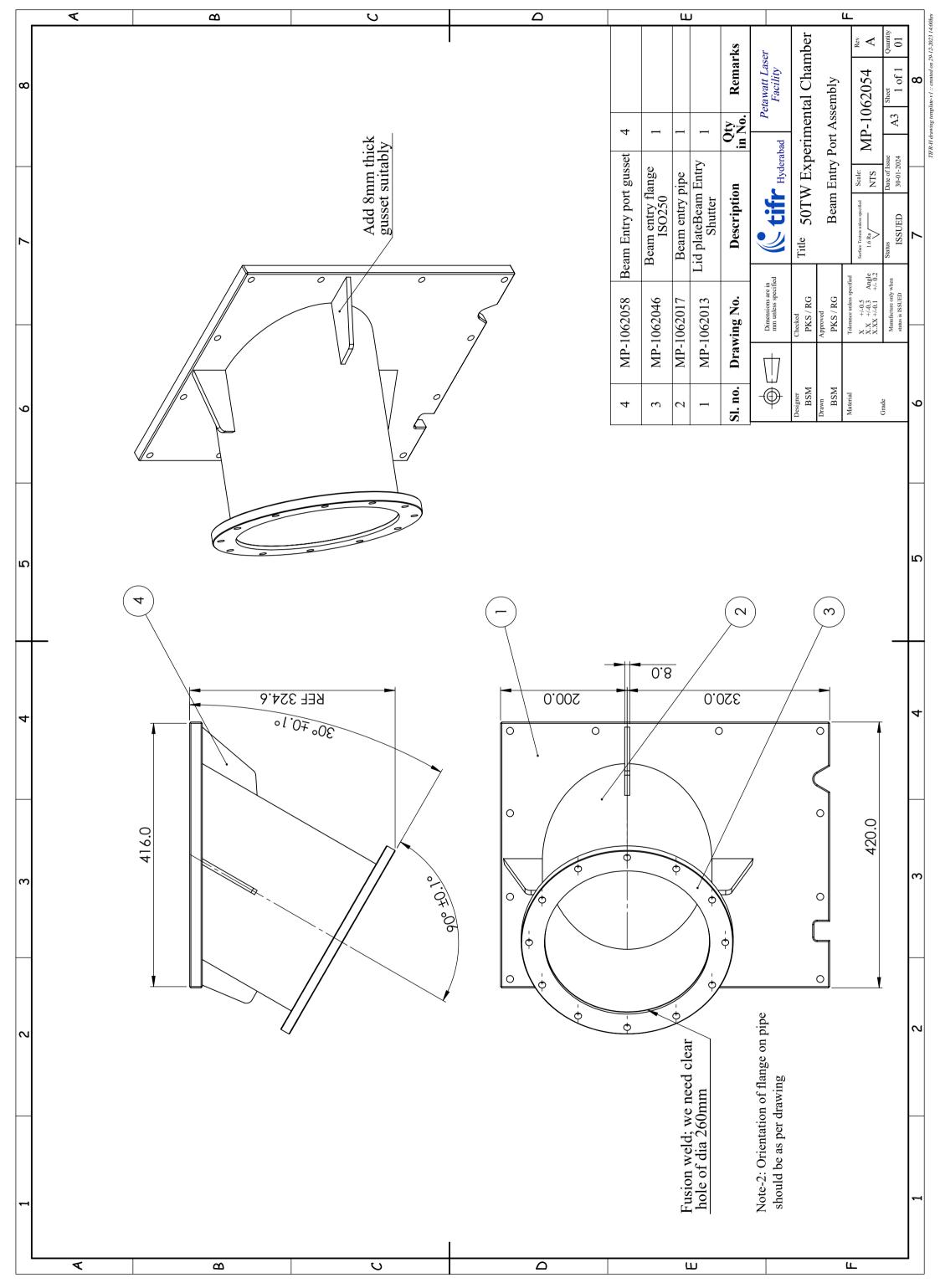
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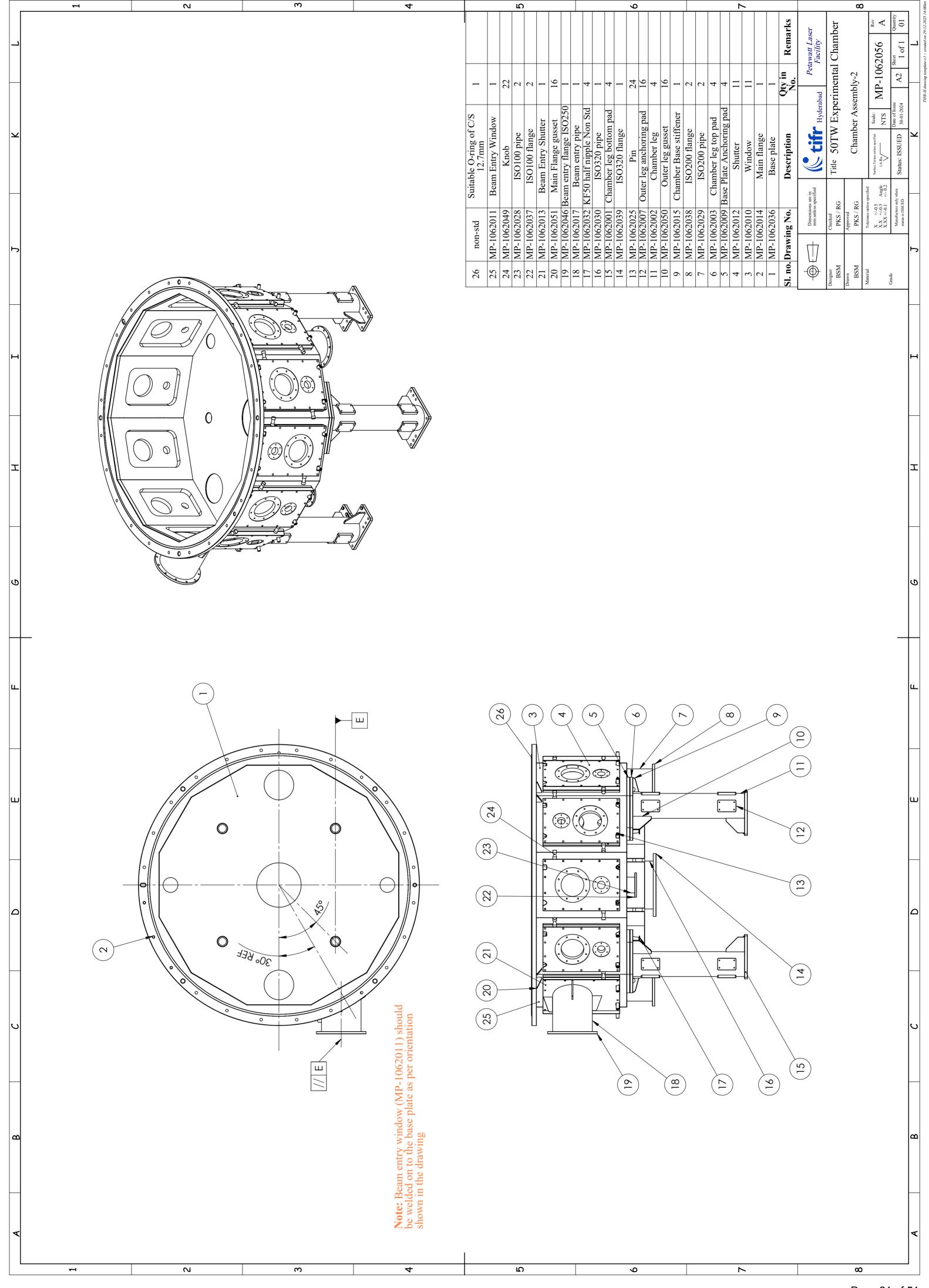


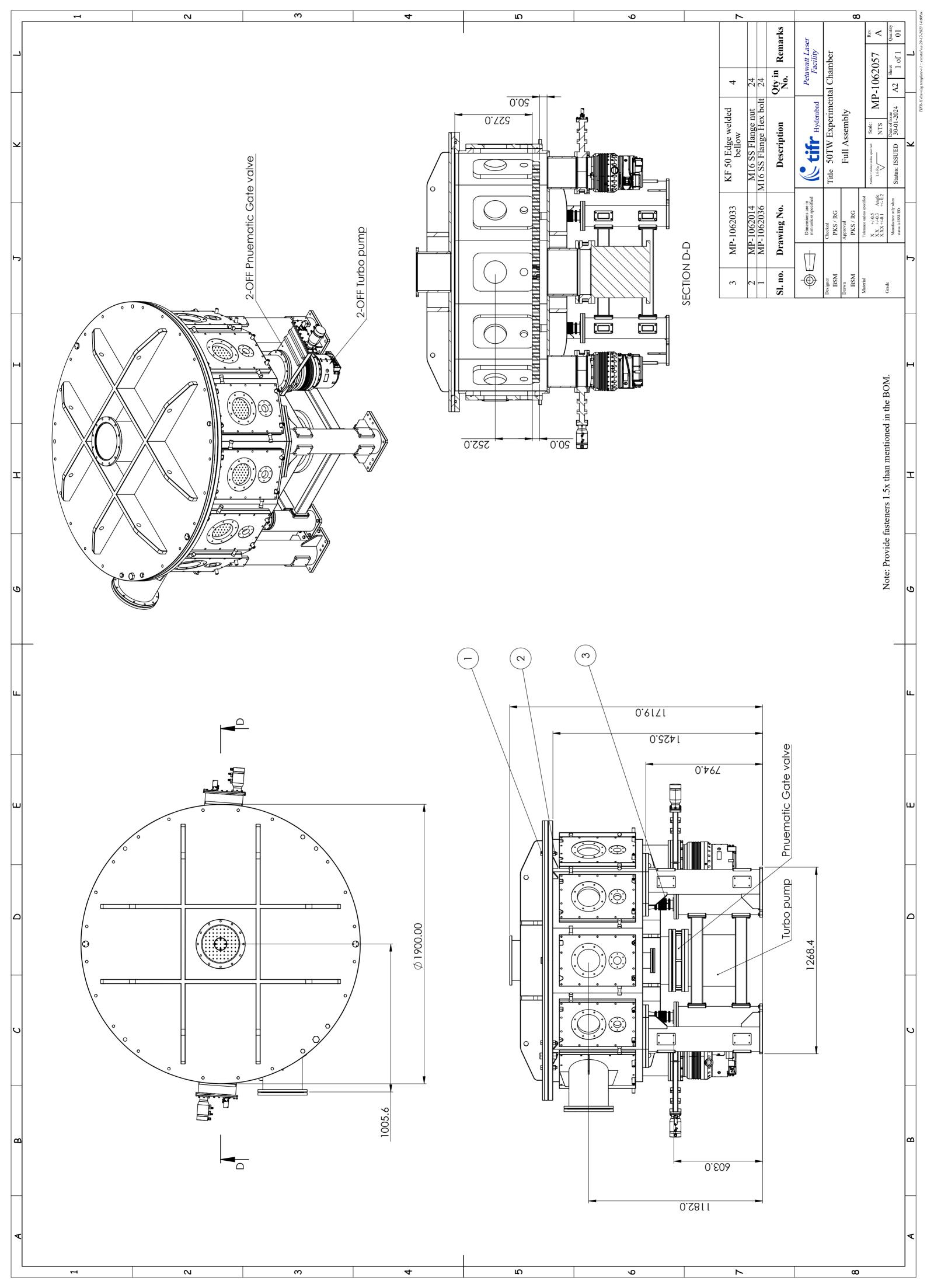
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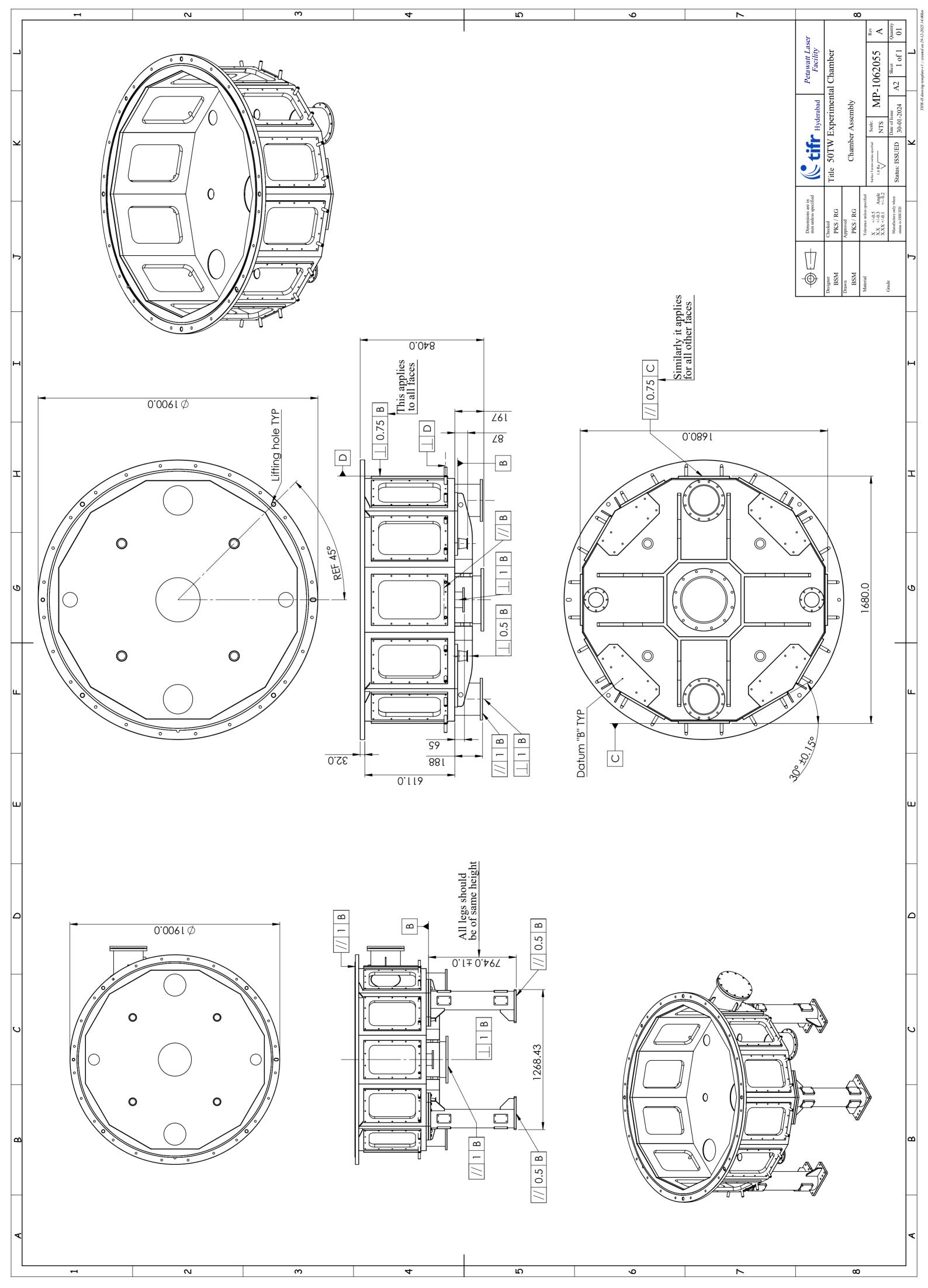
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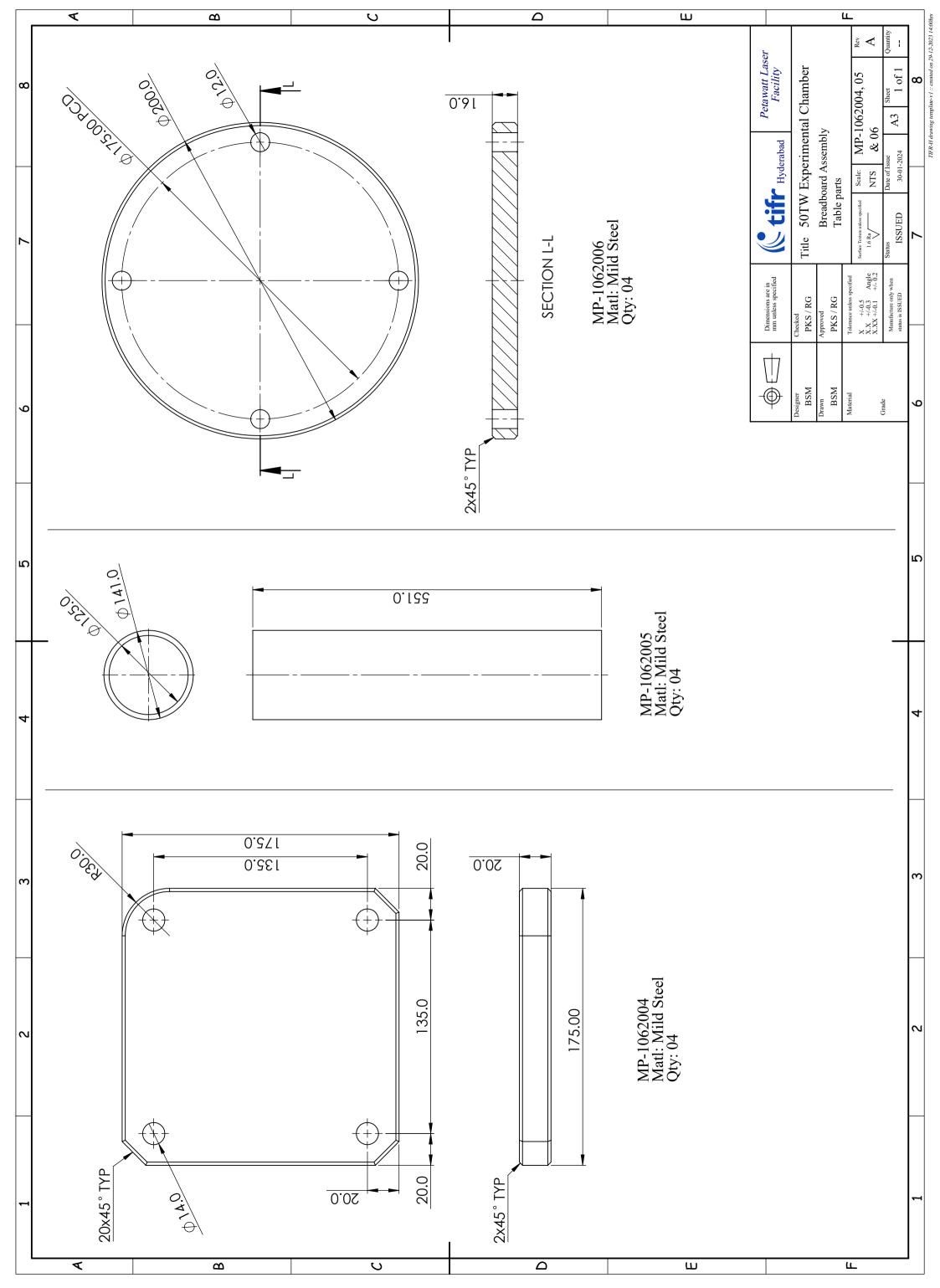




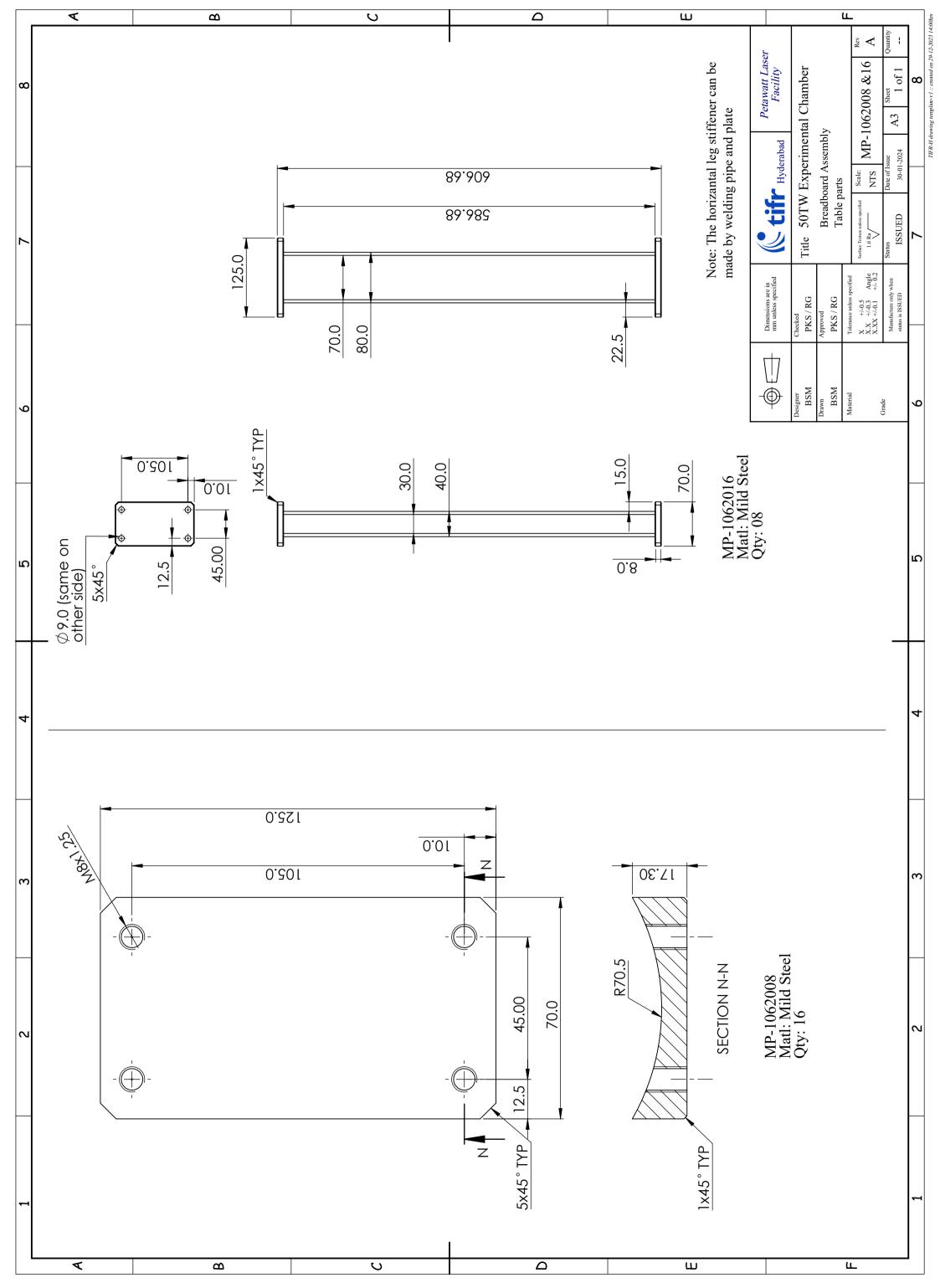
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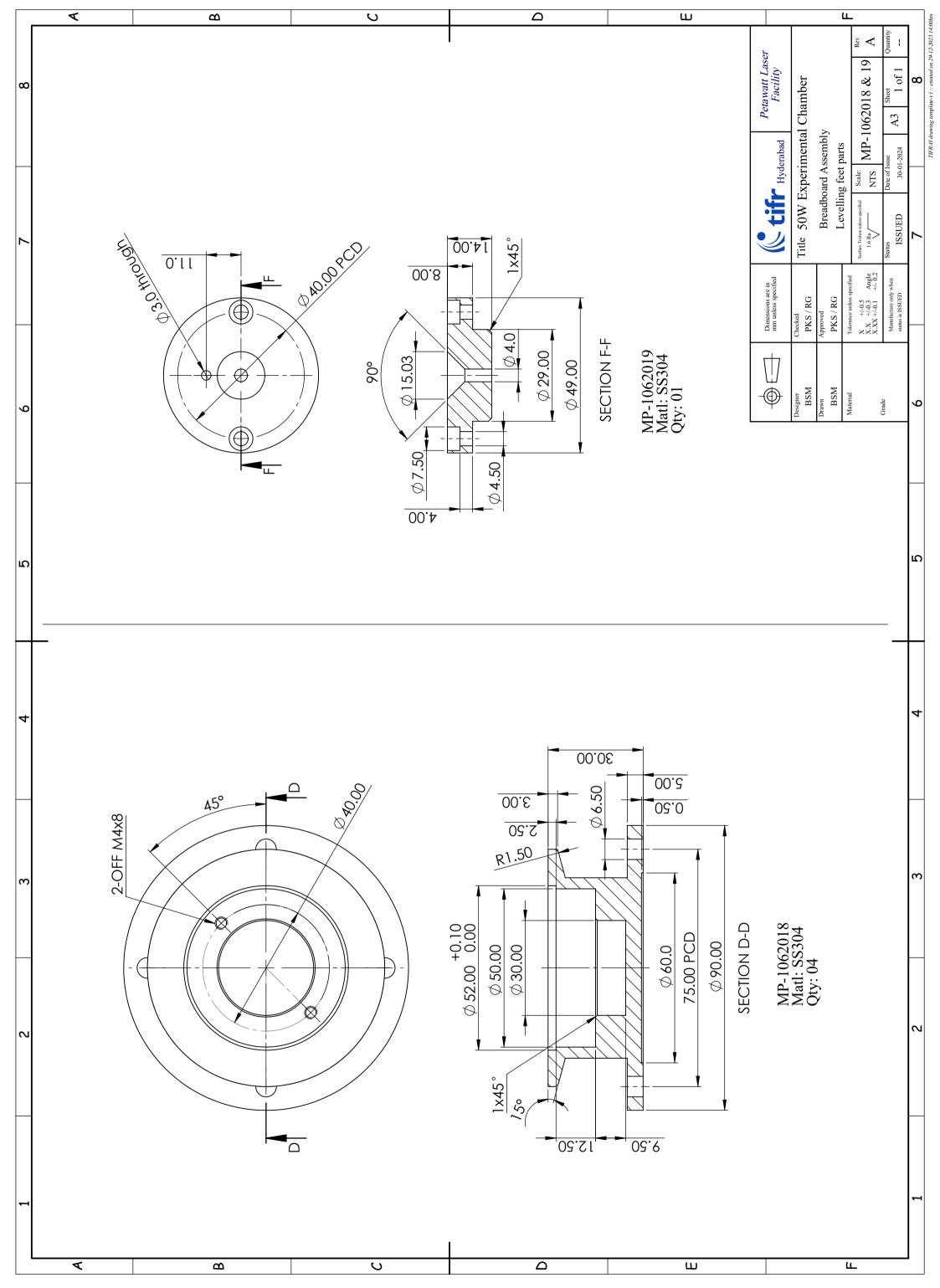
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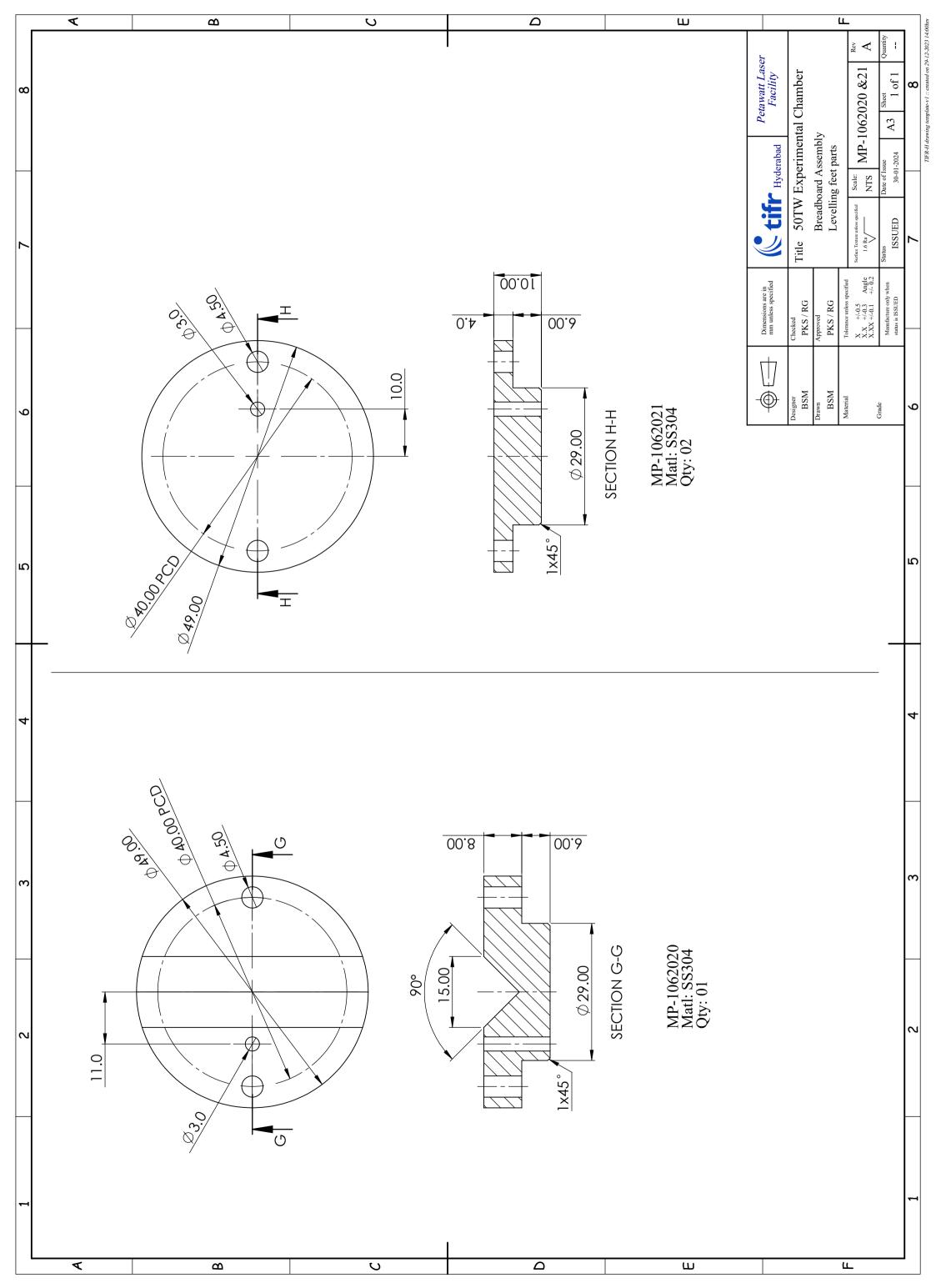
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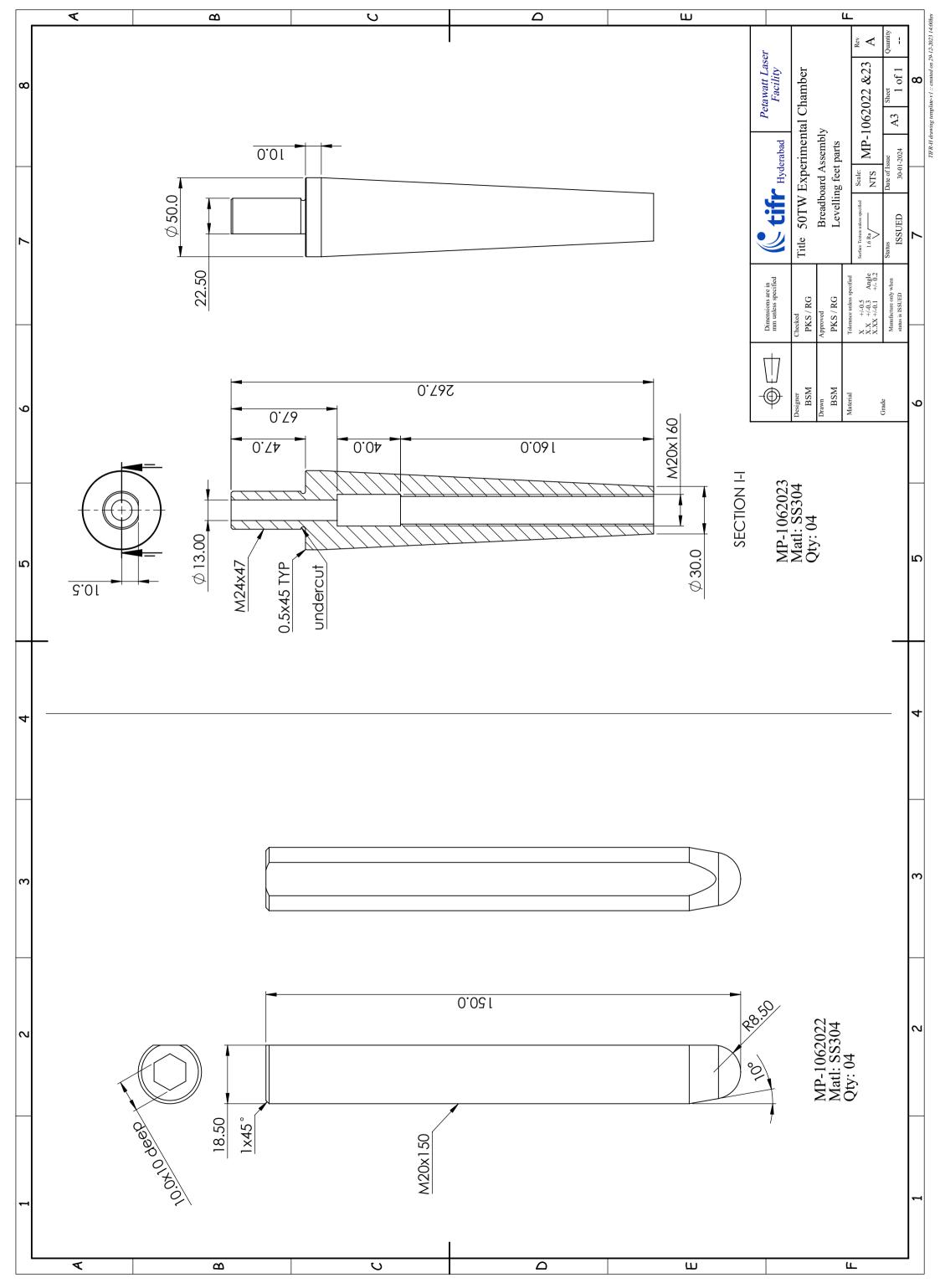


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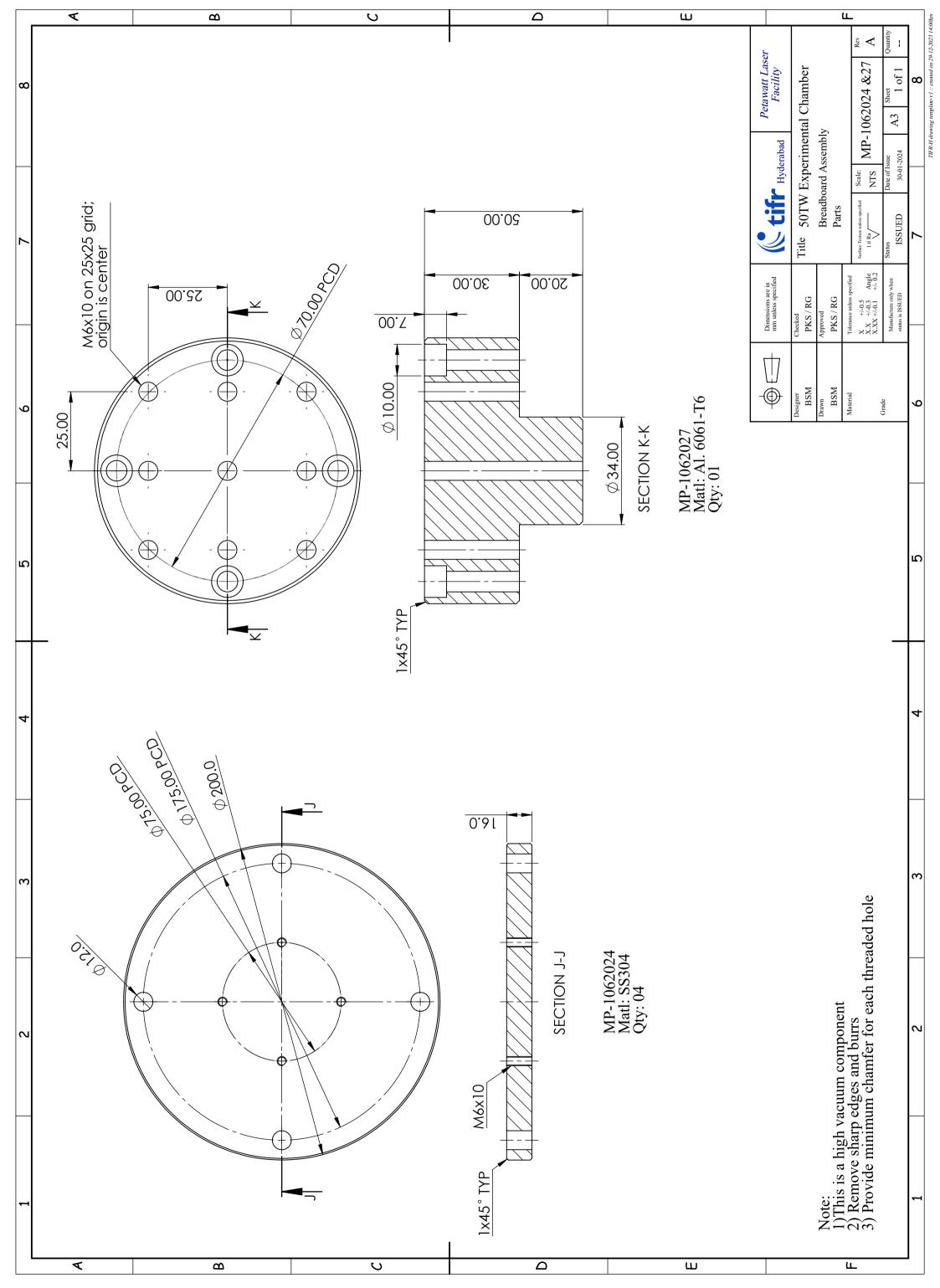


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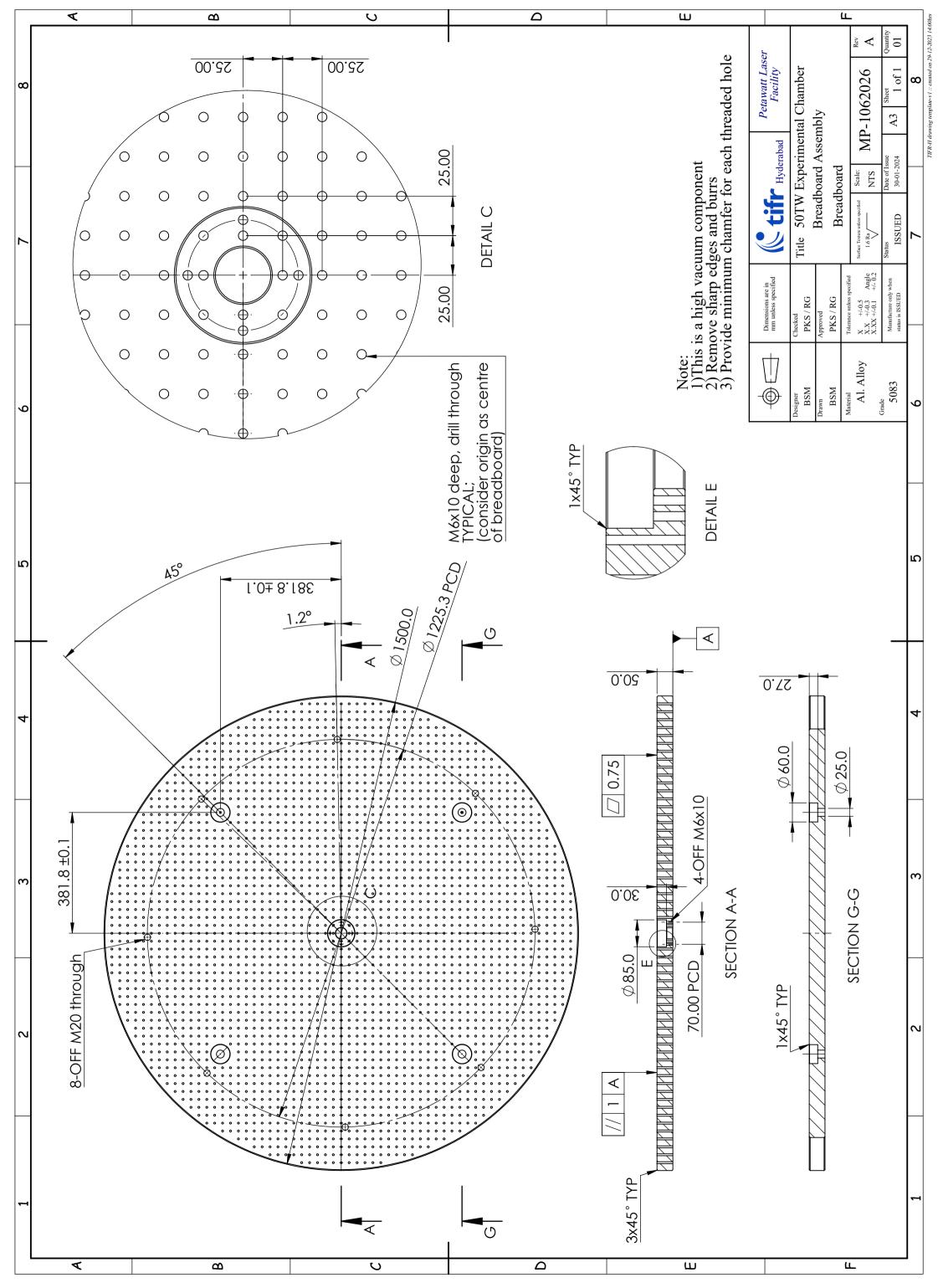




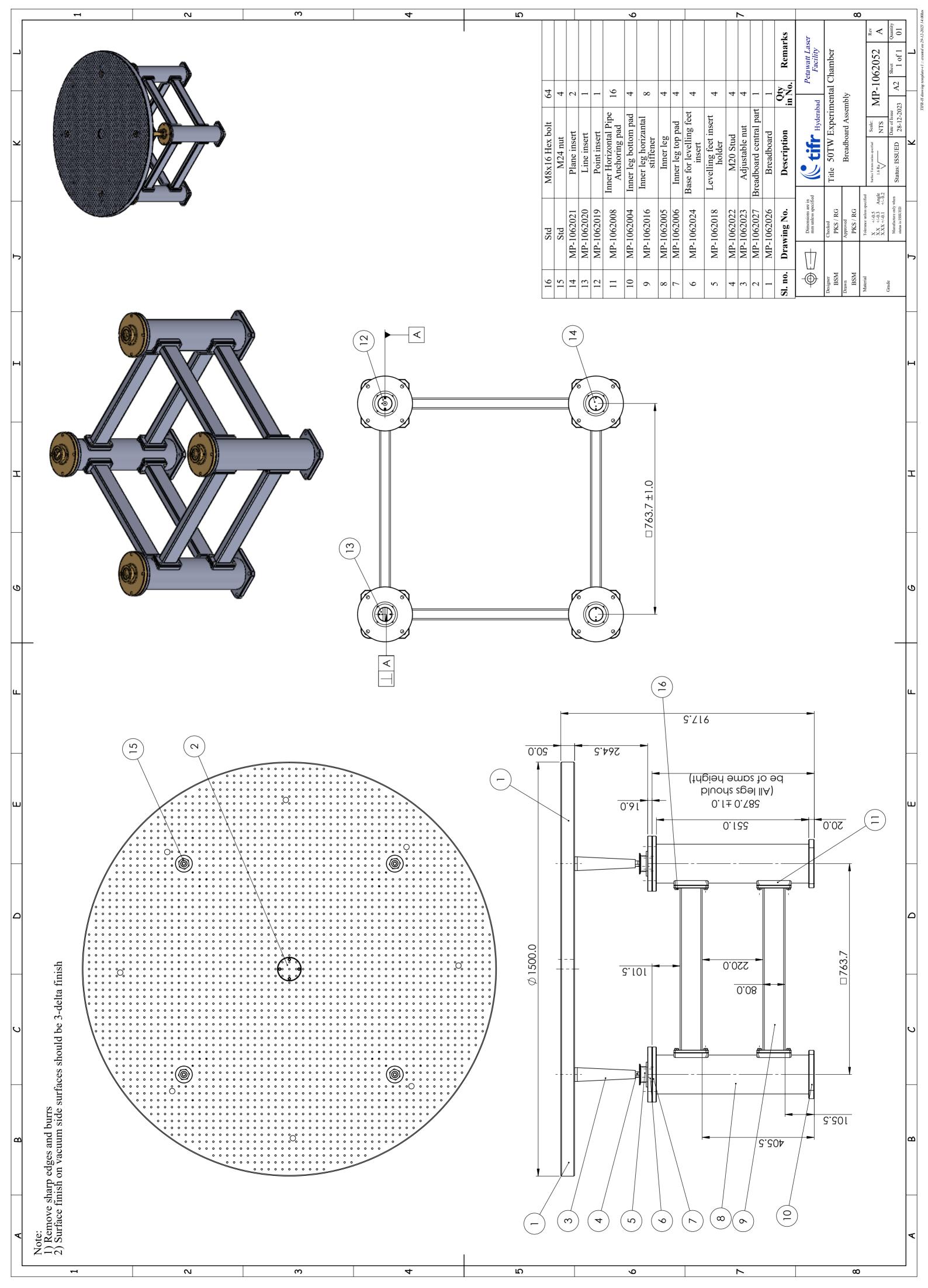
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NOTE:

- * The bidder should ensure to submit the following along with Technical Bid (Part I)
- 1. The bidder should attach the point-by-point technical specification provided in Annexure-A of the tender document (with additional remarks if any) along with the Technical Bid.
- 2. Bid Security / EMD (Earnest Money Deposit) as per tender.
- 3. Certificate of Local Content- Attachment of Annexure B.
- 4. Audited Annual Turnover Certified by CA Attachment of Annexure C
- 5. Supplier Purchase Order details with copy document along with the bid Attachment of Annexure D.
- 6. The suppliers/bidders should submit all applicable list of the documents/enclosures/annexures as mentioned in the tender along with the local content certificate filled form as per annexure – B. The supplier should provide the local content details / local value addition details with the applicable value. TIFR Hyderabad reserves the right to tender reiect anv (or) all tenders if not submitted along with the documents/enclosures/annexures/certificate of local content.
- 7. Undertaking by the bidder as per Clause 14 of tender terms and conditions in letter head duly signed and stamped.
- 8. Undertaking for unconditional acceptance of tenders all terms and condition in letter head duly signed and stamped.
- * Price Bid/Finance Bid (Part II) As per Annexure E.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH HYDERABAD

Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad - 500 107, Telangana, India. (PURCHASE SECTION)

1. PART "A" (Technical Bid) consisting of Technical Bid with Commercial Terms and PART "B" (Financial Bid) consisting of only Price shall be submitted in separate sealed envelopes duly superscribed with the tender enquiry number, and the due date in bold letters, addressed to the Administrative Officer, Tata Institute of Fundamental Research, Hyderabad, Plot No.36/P, GopanpallyVillage, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India. The envelopes should be clearly marked on top as either PART "A" or PART "B".

The two sealed covers should be further put in a master cover superscribed with the Tender Enquiry No., Due Date in bold letters, addressed to the Administrative Officer (Purchase Section), Tata Institute of Fundamental Research, Hyderabad, Plot No.36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District. Hyderabad-500 107, Telangana, India. The sealed master envelop has to be delivered by hand/courier at the security Gate Office of TIFR Hyderabad on or before 13.00 hrs. on the due date specified. The technical bid will be opened at 15.00 hrs. on the due date at Purchase Section, TIFR, Hyderabad. Tenders submitted after 13.00 hrs. on due date will not be considered.

Note: All future corrigendum/addendum will be published in CPPP/TIFR Hyderabad Website.

All prospective bidders are requested to visit our website regularly for any such updates/Corrigendum.

Pre- Bid meeting will be conducted through online. Bidders are requested to refer TIFR Hyderabad website tender page for pre-bid meeting zoom link. Bidder may also join the meeting on scheduled date and time at TIFR Hyderabad premises.

- 2. In case the PART "A" and Part "B" bids are not sealed in separate envelopes the tender will be rejected.
- 3. The technical bid should not contain any indication of the price. The bidder should take special care not to mention anything related to pricing and costing aspect of whatsoever nature. The technical bid should include/contain only technical specifications, technical literature, drawing, quantity, manufacturing and delivery schedule, mode and terms of payment, mode of dispatch, the quantum and percentage of statutory levies payable by the purchaser as extra and all related commercial terms and conditions for the supply and for the services like erection and commissioning to be rendered by the tenderer. The details of the validity of the tender should also be indicated along with the commercial details.
- 4. After scrutiny of Technical Bids, Financial bids of only those bidders who are shortlisted on technical basis will be opened at on later date. The opening date, time and venue will be intimated to the technically successful bidder.

5. All the bidders/contractors should provide Company Authorization Letter duly signed and stamped by Competent Authority to participate in the tender related meetings at TIFR Hyderabad.

6. **Tender Fee:**

Tender fee of Rs. 00 (USD 00)

7. Bid Security / EMD (Earnest Money Deposit):

Earnest Money Deposit (EMD) for **Rs. 85,000.00** in the form of D.D. in favor of "Tata Institute of Fundamental Research", payable at Hyderabad to be enclosed along with the technical Bid (Part - A).

The Bid Security may be accepted in the form of Bank Guarantee from any of the Commercial Banks (or) Fixed Deposit Receipt (FDR) (or) Banker's Cheque from any of the Commercial Banks (or) Insurance Surety Bonds.

The Bid security should remain valid for a period of 45 days beyond the final bid validity period.

EMD shall be interest free and it will be refunded to the unsuccessful bidder without any interest. EMD will be forfeited if the bidder withdraws or amend impairs or derogates from the tender in any respect. **The technical bid received without payment of EMD/documents for exemption of EMD shall be summarily rejected**.

- 8. The Micro and Small Enterprises/Startups suppliers / bidders whose firms are registered with MSME /DPIIT and having a valid certificate for claiming exemption as per privilege rules of Government of India are exempted from paying Tender Fee and EMD (Earnest Money Deposit).
- 9. Quotations must be valid for a period of 180 days from the date of opening the bid prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 10. Tenders containing correction, overwriting will not be considered. Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered.
- 11. Tenderer should sign on all the pages of the technical bid and the price bid.
- 12. Bidders should submit undertaking for unconditional acceptance of tender all terms and conditions in letterhead duly signed and stamped.
- 13. All future corrigendum will be published in CPPP/TIFR Hyderabad website only and no separate advertisement will be released for the same.

All prospective bidders are requested to visit our website regularly for any such updates / Corrigendum. The Purchaser reserves the right to reject the bids if the bids are 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, the Purchaser, at its discretion, may extend the deadline for the

submission of bids.

14. **Requirement from Bidders:** 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 as per order issued by the Government of India (Order No. F.No.6/18/2019-PPD dated 23rd July, 2020 and further applicable Notification / Rule amended from time to time).

"Bidder" means any person or firm or company, including any member of consortiumor 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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.

Necessary certificate/undertaking to be submitted.

15. Order Acceptance: The successful bidder should submit acceptance of Purchase Order immediately (within 15 days) from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested.

The Bidder should submitted the order acknowledgement, (details for opening L/C and documents if applicable) and documents if any to purchase section within 15 days from the date of issue of purchase order.

For Letter of Credit (L/C) payment, the Letter of Credit (L/C) will be opened as per purchase order terms and conditions only. The supplier should ensure to deliver and complete the installation as per purchase order terms and conditions within Letter of Credit (L/C) validity period. In case of any delay in supply or installation or submission of required documents by the supplier for Letter of Credit (L/C) payment, any applicable charges to be borne by the supplier only. The Letter of Credit (L/C) amendment charges if any due to delay of the supplier to be borne by the supplier only.

The Supplier should submit the invoice and packing list before dispatch of the material for confirmation of TIFR Hyderabad.

Any discrepancy like delay in supply/ short supply/delay in installation etc., TIFR Hyderabad has right not to process the payment in case of any such discrepancy.

16. **Performance Security**: The Successful bidder should deposit @ 5% of Purchase Order value as Performance Security. The Performance Security should be in the form of Demand Draft in favour of "Tata Institute of Fundamental Research" payable at Hyderabad from any of the Commercial Banks (or) Bank Guarantee from any of the Commercial Banks (or) Fixed Deposit Receipt (FDR) (or) Insurance Surety Bonds. The Performance Security @ 5% should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period. In case Performance Security @ 5% is not provided, then

95% payment only would be released and balance after 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period. Vendor should clearly mention their acceptance to this effect in their quote.

- 17. Payment Terms for Import Items: 100% irrevocable Letter of Credit (L/C) will be opened. 80% payment shall be made through irrevocable Letter of Credit (L/C) against submission of clear shipping documents and balance 20% of the amount shall be released through irrevocable Letter of credit (L/C) after successful installation, acceptance of the equipment certified by TIFR Hyderabad and on submission of "Performance Security" for an amount equivalent to 5% of the Purchase Order Value.
- 18. Payment Terms for Indigenous Items: 100% payment shall be released after receipt of complete material as per purchase order in a single lot, successful installation and acceptance of the equipment certified by TIFR Hyderabad and on submission of "Performance Security" for an amount equivalent to 5% of the Purchase Order Value.
- 19. In case of Letter of Credit (L/C) payment, the Letter of Credit (L/C) will be opened as per purchase order terms and conditions only. The supplier should ensure to deliver and complete the installation as per purchase order terms and conditions within Letter of Credit (L/C) validity period. In case of any delay in supply or installation or submission of required documents by the supplier for Letter of Credit (L/C) payment, any applicable charges to be borne by the supplier only. The Letter of Credit (L/C) amendment charges if any due to delay of the supplier to be borne by the supplier only.
- 20. Partial shipment for foreign bids / Partial delivery of material for full INR bids will not be accepted by TIFR Hyderabad.
- 21. **Pre Inspection Report:** The successful bidder should submit the Pre Inspection Report / Manufacturer's Test Certificate with data sheet to TIFR Hyderabad before dispatch of the material at no extra cost to the purchaser. (if required by TIFR Hyderabad).
- 22. Repair / replacement if required any during the warranty period, necessary customs clearance charges / customs duty charges, freight charges for sending back the repair material to supplier and import freight charges of replacement should be borne by thesupplier.
- 23. For Import cases: No Agency commission will be paid as per Govt. of India rules.
- 24. All bank charges outside India will be to supplier's account only.
- 25. Taxes: TIFR Hyderabad is a Public Funded Research Institute. The exemption of Customs Duty under the notification No. 51/96 dated 23.07.1996 and amended time to time will be applicable.

GST with effect from 01.07.2017 and amended time to time will be applicable. The applicable TDS / other charges if any as per GST rule will be deducted as per new GST regime.

TIFR Hyderabad GST NO: 36AAATT3951F2ZG.

Deduction of Indian Income Tax Deduction at Source: The Deduction of Indian Income Tax Deduction at source (TDS) will be deducted as per IT Act. The taxes at the time of actual utilization of service etc. will be deducted if applicable any.

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Supplier shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable as agreed, if so stipulated in the order.

- 26. **Delivery Period:** Within 6-8 months from the date of release of Purchase Order.
- 27. **Installation Period:** The Installation should be completed within 15 days from the date of receipt of the material at TIFR Hyderabad.

28. **Training**:

- i) The Supplier is required to train designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
- ii) The training shall be initially carried out during installation & commissioning for operating and maintaining the system. The specific training on application shall also to be imparted by the supplier. The duration of such training need to be finalized with the end user of the equipment. The supplier has to provide complete training at site for operation (including trouble shooting) of the instrument.
- iii) In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.

29. Liquidated Damages (LD):

The Supplier shall arrange to ship the ordered materials within the mutually agreed delivery period mentioned in the order unless extended with/without penalty. Please mention the Delivery Period Clearly in the Bid, however effort to be taken to deliver the materials at the earliest.

In case of delay in supply on part of the supplier, a penalty @0.5% per week of order value will be charged for delayed period subject to a maximum of 10% order value.

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 TIFR Hyderabad 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.

The same rate of penalty shall be applicable for late installation of the equipment/instrument also.

30. Eligibility Criteria:

i) The invitation for bids is open to Original Manufactures (OEM)/Authorized Dealers/Authorized Distributors/Subsidiary Indian Company of the OEM/Indian Agent on behalf of the Foreign Manufacturer or Principals of the tendered equipment. The

- bidder must be legal entity having a Permanent Account Number (PAN), Certificate of Incorporation and valid GST Registration Certificate is to be submitted.
- ii) The invitation is reserved only for Class "1" and Class "2" Local Suppliers as prescribed in "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept. of DIPP" (OM No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020.Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure-B attached with the tender document.
- iii) When a firm sends quotation for an item manufactured by some different company, the firm is also required to attach its quotation, the manufacturer's authorization certificate.
- iv) Indian Agent cannot represent two different foreign principles for the same item inone tender.
- v) Equipment's must be of the most recent series/models incorporating the latest improvements in design.
- vi) That the Bidder will assume total responsibility for fault free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after warranty period if required.
- vii) Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poorperformance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
- viii) Any additional bid participation criteria/eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned in this.
- ix) Bidders should not be 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.

31. Purchase Preference Policies.

- i) The TIFR Hyderabad intends to give product reservation/purchase/price preference to local suppliers in line with current procurement policies of Govt. of India
- ii) For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP" (OM No. P-45021/2/2017-PP(BE-II) dated 04th June,2020. Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure B attached with the tender document.

- iii) Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excludingnet domestic indirect taxes) minus the value of of the total value, in percent.
- 32. Bidders who have not accepted the job/order awarded to them or withdrawn from the tender process OR whose EMD/Security deposit has been forfeited in the past, their bids will not be considered and treated as ineligible / disqualified.
- 33.Bidders may provide the details of registration at Government e -Marketplace (GeM) product details, confirmation on the product availability (or) non availability in GeM, registered bidder at GeM (or) not.
- 34. Micro and Small Enterprises (MSEs):

Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME).

The Micro and Small Enterprises (MSE) are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India. Public procurement Policy (PPP) for MSEs Order, 2012 is meant for procurement of only goods produced and services rendered by MSEs However, Traders, Distributers, Sole agents, work contracts are excluded from the purview of the PPP for MSE Order 2012 as per Ministry of MSME.

The Micro and Small Enterprises (MSE) bidder should submits valid UDYAM Registration certificate by Ministry of Micro Small and Medium Enterprises (MSME). The Micro and Small Enterprises (MSE) bidders who fail to submit valid UDYAM Registration certificate shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME and further applicable Notification / Rule amended from time to time.

- 35. For Indigenous Items: Offer should be on FOR basis and mentioned separately using different table format showing all the applicable taxes/Duties like GST, Freight & Transportation charges and installation charges etc.
- 36. The price quoted for Import item must be on following basis:
 - a. Ex-Work/factory duly packed airworthy/seaworthy and of international standard
 - b. FOB/FCA
 - c. CIF Hyderabad, Airport Port (all-inclusive i.e. Cost of Goods, Packing, Insurance, Inland transportation, freight etc.)

For local item /supply, offer should be on FOR basis (i.e. total landed cost for delivery at TIFR Hyderabad).

The dimension of the item (viz. H, W, L, weight etc.) shall be specifically stated and also mention whether the mode of shipping the item is Airworthiness / Seaworthiness or both.

Accordingly the mode of shipment will be decided by TIFR Hyderabad.

Price must be quoted strictly in the Price Bid Format attached herewith as "Part -B" (Financial Bid).

37. Packing: Standard Packing

- i) The Supplier shall provide packing of the 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.
- ii) 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 requirements, if any and in any subsequent instructions ordered by the Purchaser.
- iii) Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:
- (A) Item Nomenclature
- (B) Order/Contract No.
- (C) Country of Origin of Goods
- (D) Supplier's Name and Address
- (E) Packing list reference number

38. Insurance:

- i) The Goods supplied under the Contract shall be fully insured against loss or damage Incidental to manufacture or acquisition, transportation, storage and delivery.
- ii) For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to warehouse" (Final destinations) on "All Risks" The Insurance shall be valid for a period of not less three months after installation and commissioning. However, in case of orders placed on EX-Works/FOB/FCA basis, the purchaser shall arrange insurance.

39. Delivery and Documents:

- A) Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period. The details of shipping and/or otherdocuments to be furnished the supplier are specified below.
- B) Delivery period (As stated in technical specifications).

The delivery is to be strictly made as per the delivery schedule stated in the Purchase Order.

The following documents are to be forwarded earlier to TIFR Hyderabad through email to

- <u>purchasegroup@tifrh.res.in</u> prior to 48 hours before dispatch of material.
- Supplier Invoice showing Purchase Order Number, goods' description, quantity, unit price,
 Total amount.
- ii) Packing List
- iii) Airway Bill/ Acknowledgement of receipt of goods from the consignee(s) by the Transport with item wise weight, unit of measurement, No of package, package size/Dimension.
- iv) Insurance Certificate.
- v) Manufacturer's / Supplier's warranty certificate.
- vi) Inspection Certificate issued by the nominated inspection agency, if any, and Certificate of Origin.
- vii) Country of Origin Certificate.
- viii) Product Catalogue/Brochure.
- 40. The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.
- 41. Conversion to Single Currency: To facilitate evaluation and comparison, the Purchaser will convert all bid prices are payable to Indian Rupees established by any bank in India as notified in the Newspapers/banks website on the date of Price/Finance Bid Opening.
- 42. Evaluation & Comparison of Bids:
 - (A) For the bids qualifying for the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:
 - (i) Indigenous Offers: The final landed cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.
 - (ii) Imported Offers:

The CIP/CIF price shall be the basis of evaluation (warehouse to warehouse basis)

(iii) Imported Vs. Indigenous Offers:

The final landed cost (ware house to ware house) of purchase taking into account, freight, forwarding, insurance, taxes etc. (CIF/CIP with custom duty, customs clearance charges, Bank/LC charges, transportation, delivery up to the site of installation at TIFR Hyderabad as per available records with TIFR Hyderabad for imported goods) shall be the basis of evaluation.

- (B) Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discount shaving linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc., will be ignored for determining interse position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.
- 43. Contacting the Purchaser: Any attempt by any Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bid.
- 44. Purchaser's Right to Vary Quantities at Time of Award: The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of Requirements without any change in unit price or other terms and conditions.
- 45. Purchaser's Right to Accept Any Bid and to reject any or All Bids without assigning any reasons there for.
- (A). The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without there by incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- (B). Evidence regarding credibility of stable performance and maintenance servicecapability must be provided. The purchaser reserves the right to makejudgment on this and reject bids that, in the purchaser's view, do not carry sufficient credibility for performance and/or service.
- 46. Bidders, please provide the PAN No., Bank Details, email ID, Contact person details, GST No etc.

47. Warranty:

The supplier warrants that the Goods supplied under this contract are new, unused, of the most recent or current models and those they incorporate all recent improvements design and materials, unless provided otherwise in the contract. The supplier further warrants that all Goods supplied under this contract shall have no defect arising from manufacturing, design, materials or workmanship (except when the design and /or materials is required by the Purchaser's Specification) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid (As stated in technical specifications) after the Goods or any portion thereof as the case maybe, have been delivered, installed & commissioned and accepted at the final destination indicated in the contract.

Warranty period shall be (As stated in technical specifications) from date of successful installation of equipment. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier's discretion shall apply making such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at supplier own cost and expense and to carry out further performance tests.

If during the period of warranty any component or spare part is needed to be imported, all associated cost for replacement shall be borne by the supplier including thecost of customs duty, customs clearance charges etc.

- 48. COMMENCEMENT OF WARRANTY PERIOD: The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation /demonstration at the project site.
- 49. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported withthe printed technical leaflet / literature of the quoted model of the item by the quoting party/manufacturer.
- 50. Supplier Integrity: The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

51. Force Majeure:

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's 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 Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such eventsmay 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, act of God and freight embargoes.

52. Termination for Default

- (A). The Purchaser may, without prejudice to any other remedy for breach of contract, by Written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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(B). For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of gratification to influence the action of a public official(s) in the procurement process or in contract execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchase, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

53. Resolution of Disputes:

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 thirty (30) days from commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a contractual dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national (or) international forum, and national or international arbitration.

In case of Dispute or difference arising between the Purchaser and 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 TIFR Hyderabad and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of arbitratorso appointed shall be final, conclusive and binding on all parties to this order.

In the case of dispute between the purchaser and Foreign Supplier, the dispute shallbe settled by arbitration in accordance with provision of sub clause above. But if this isnot acceptable to the supplier then the dispute shall be settled in accordance withprovisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

54. TIFR Hyderabad reserves the right to ask for or to provide any clarification, changes after the release of this tender. Any changes or clarifications provided by TIFR, Hyderabad may be checked at TIFR Hyderabad website: https://www.tifrh.res.in/index.php/commercial-tenders

ADMINISTRATIVE OFFICER (PURCHASE SECTION) TIFR, HYDERABAD

Annexure - B

Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location (s) at which the lo 1	cal value addition made is /are as under:
2	
3	
*Strike out whichever is not applicable	
Date:	Seal & Signature of the Bidder

NOTE:

- Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Annexure - C

Audited Annual Turnover

S.No.	Financial/ Accounting Year	Profit (Currency)	Loss (Currency)	Annual Turnover (Currency)
1.				
2.				
3.				

Authorized Signatory with Seal

Note:

This Audited Annual Turnover (Annexure – C) for the last 3 years should be certified by Chartered Accountant (CA) as per the format given above duly signed and stamped by the CA on their letterhead.

<u> Annexure – D</u>

Supply Order details of 50TW Experimental Dodecagon Vacuum Chamber to other firms.

		Name	Purchase	Brief Item	Item
S.No. Name of the company with full address		of the	Order No.	Description with Model	Value in
	address		& Date	No.	Currency
Signature					
Name					
Designation					
Name of the Company					
Date					
Seal o	f the Company				

NOTE: Please attach the copy documents / purchase order copy for the above mentioned details.

Financial Bid for Supply, Installation & Commissioning of 50TW Experimental Dodecagon Vacuum Chamber for TIFR Petawatt Laser Lab

(Part - B)

<u>Annexure - E</u>

TIFR Hyderabad Enquiry No & Date:
Due date:
Bidder's Quotation Ref No. & Date: Financial Bid (Bidders must quote their rates using this Format)

S.No.	Item Description as per tender	Make/ Brand/ Type	Qty.	Rate per unit (Currency)	Basic Cost of main item (In Currency)
A.	Supply, Installation and Commissioning of 50TW Experimental Dodecagon Vacuum Chamber for TIFR Petawatt Laser Lab. (As per Technical Specifications at Annexure - A)				
В.	Ex-Works cost (Duly packed Airworthy/Seaworthy of international standard)				
C.	FOB /FCA Cost (Name of Airport)				
D.	CIP/CIF Cost (Up to Hyderabad Airport)(all inclusive i.e. Cost of Goods, Packing, Insurance warehouse to warehouse, Inland Transportation, freight etc.)				

Note:

- 1. All the column should be appropriately filled and not left blank.
- 2. Do not include any other charges, taxes, duties etc. in the Basic Cost of the item. The other charges, taxes, duties etc. to be shown separately.

- 3. Any accessories, optional items should be shown separately using above format.
- 4. Use separate sheet for detail description, specification of the item, Price breakup for the item(s) mentioned in technical specification but prices should be quoted in the same format.
- 5. Prices quoted in Indian Currency for indigenous items should be on F.O.R. basis and mention separately using different table format showing all the applicable taxes/Duties likeGST, Freight & Transportation charges and installation charges etc.

 Use separate sheet for detail description, specification of the item, Price breakup for the item(s) mentioned in technical specification but prices should be quoted in the same format.
- 6. TIFR Hyderabad being educational & research institute, discounted price shall be offered.
- 7. The suppliers/bidders should submit all the applicable list of documents/enclosures/annexures as mentioned in the tender along with the local content certificate filled form as per annexure B. The supplier should provide the local content details / local value addition details with the applicable value. TIFR Hyderabad reserves the right to reject any tender (or) all tenders if not submitted along with the documents/enclosures/annexures/certificate of local content.

	Signature of the Bidde	er
Name, Address contact no		
& email id of the bidder/		
Company with company's Stamp or Seal	Date:	

<u>Annexure - F</u>

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the TATA INSTITUTE OF FUND (hereinafter called "THE TIFR") having agreed under to Order No	
datedmade between. TIFRand M/scalled"the said Contractor{s}"). For the Purchase Order	
Purchase Order") having agreed to production of anFromth obligations in accordance with the terms and condit(indica	ne contractor(S) for compliance of his tions in the said Purchase Order , we
referred to as "the Bank") hereby undertake to pay to Rs.(Rsonly) on demai	
2. We(indicate the name of the	e Bank) do hereby undertake to pay the
amounts due and payable under this guarantee without the TIFR stating that the amount claimed is required t be due from the said Contractor(s). Any such demand our	o meet the recoveries due or likely to
liability under this guarantee shall be restricted to an a	mount not exceeding Rs
(Rupeesonly).	
3. We, the said bank, further undertake to pay to notwithstanding any dispute or disputes raised by proceedingpending before any Court or Tribunal relat present being absolute and unequivocal. The payment she a valid discharge of our liability for payment there have no claim against us for making such payment.	the Contractor(s) in any suit ot sing thereto, our liability under this so made by us under this bond shall
4. We(indicate the name of Bank) furt	ther agree that the guarantee herein
contained shall remain in full force and effect during performance of the said Purchase Order and that it shall of the TIFR under or by virtue of the Purchase Order have or discharged or Purchase Officer ion behalf of the TIFR of the said Purchase Order have been fully and properly and accordingly discharges this quarantee.	l continue to be enforced till all the dues e been fully paid and its claims satisfied certified that the terms and conditions

	5.	We	(indicate the name of Bank) further agree with the TIFR that the TIFR
	obligexter time forb shall grain or a what	gations herend time of generations to time and the generation of the second support of t	lest liberty without our consent and without affecting in any manner our reunder to vary any of the terms and conditions of the said Purchase Order or to performance by the said Contractor(s) from time to time or to postpone for any of the powers exercisable by the TIFR against the said Contractor(s) and to cree any of the terms and condition s relating to the said Purchase Order and we elieved from or liability by reason of any such variation, or extension being said Contractor(s) or for any forbearance, act of mission on the part of the TIFF ence by the TIFR to the said Contractor(s) or by any such matter or thing sich under the law relating to sureties would, but for this provision, have effectus.
		his guaran Contractor	tee will not be discharged due to the change in the constitution of the Bank of (s).
	7.	We,	(Indicate the name of Bank) lastly undertake not to revoke this
	gua	rantee exce	ept with the previous consent to the TIFR in writing.
8.	Thi	is guarante	e shall be valid up tounless extended on demand by
ΤI	FR. N	otwithstan	ding anything mentioned above, our liability against this guarantee is
re	strict	ed to	Rs. (Rupeesonly) and unless a claim in writing is
	_		hin six months of the date of expiry of this guarantee, all our liabilities under Il stand discharged.
Si	gned	and sealed	d .
	Do	ated the	for(indicate
th	e nan	ne of Bank)	