

SECTION - A**INVITATION TO TENDER AND TENDERING CONDITIONS****1.0 INVITATION TO TENDER**

1.1 Institute for Plasma Research (IPR) invites online tenders for supply of Plant, Machinery, Equipment/Components to the specifications detailed in Section "C" to this tender document. The conditions of contract/purchase order which will govern the contract pursuant to the tender are as contained in Section "B" of this tender document. If you are in a position to quote for supply in accordance with the technical specifications indicated in Section "C" to this tender document and as per the conditions stipulated in this Section and Section B, please upload your offer in a manner and method specified below:

1.2 MANNER AND METHOD FOR SUBMISSION OF TENDERS

1.2.1 All tenderers in response to this invitation shall be submitted through online mode only. Tender submitted by **fax/E-mail or any mode other than online will NOT be considered at all** and all such tenders will be rejected without any notice to the tenderer.

1.2.2 LATE/DELAYED TENDERS

1.2.2.1 Uploading of the offer document after the due date and time shall not be permitted. Time displayed on e-Tendering portal shall be final and binding on the applicant.

1.3 OPENING OF TENDERS

1.3.1 Unless otherwise pre-opened or postponed with advance intimation to the tenderers, tender will be opened on the date and time indicated on e-Tendering portal.

1.3.2 While all the tenderers who uploaded tenders within the due date and time will be permitted to participate in the opening of the tender on the due date and time indicated on e-Tendering portal.

1.3.3 AUTHORITY LETTER

1.3.3.1 The tenderers who wish to participate in the opening of the tenders may depute their representatives to IPR on the respective due date and time as indicated in this tender document with an authority letter addressed to the Purchase Officer which should be produced to the officers who are opening the tenders, on demand to prove the bonafide of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he will be debarred from participating in the opening of the tenders.

1.3.3.2 The tenderers representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one

representative of each tenderer will be permitted to participate in the tender opening.

1.4 HOLIDAYS

1.4.1 If the date (s) specified for receipt and opening of the tenders is/are declared as holidays abruptly by the competent authority due to any administrative reasons, then the due date(s) for receipt/opening of tenders will get postponed automatically to the next working day. As for instance, if the due date for receipt of tender and its opening falls on 3rd of a particular month and if the 3rd day of the month is declared as a holiday, then the opening date of tender will stand automatically postponed to 4th day of the month at the same time.

1.5 TECHNICAL CLARIFICATIONS

1.5.1 After opening of the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought from the tenderers. In such an event the tenderer shall furnish:

1.5.1.1 Any technical and commercial questions, information, clarifications etc. that may be required pertaining to this tender may be obtained from the Purchase officer. Bidder will send the request for such clarifications to the Purchase Officer minimum 10 working days prior to the due date to submit the bid.

1.5.2 Irrespective of the circumstances whether technical clarifications have been sought for or not from any other tenderers, the tenderers will be free to ask technical clarification concerning the scope details of the tender etc. if they so consider it necessary.

1.5.3 Copies of correspondence sent to the Purchase Officer, IPR relating to price and other related commercial terms and conditions should not be endorsed to the technical authorities.

1.6 VALIDITY OF OFFERS

1.6.1 Offers shall be kept valid for acceptance for a period of 120 (One Hundred Twenty) days from the date of actual opening of the tender. Offers with shorter validity period will be liable for rejection.

1.7 CATALOGUES/TECHNICAL LITERATURE

1.7.1 All necessary catalogues/drawings technical literature data as are considered essential for full and correct evaluation of the offers shall invariably accompany the tender.

1.8 TERMS AND CONDITIONS OF THE CONTRACT

1.8.1 It must be clearly understood that any contract concluded pursuant to this invitation to tender shall be governed by the General Conditions of the Contract as contained in Section 'B' of this tender document. Tenderers must therefore take special care to go through these general conditions of contract and in exceptional cases if any deviations are proposed, these must be clearly indicated in the tender as a separate annexure instead of merely enclosing their printed conditions of sale. Tenders made subject to counter conditions of far too many deviations from the general conditions

of contract i.e. Section 'B' of this tender document are liable to be ignored. It should also be realized that failure to bring out deviations from the General Conditions of Contract contained in Section 'B' of this tender document will imply that the tenderer is willing to execute the contract as per the Purchaser's terms and conditions of contract.

1.9 **PRICE**

1.9.1 The prices quoted must be FIRM and preference will be given to such tenders. In exceptional cases (e.g. items involving substantial use of raw materials susceptible to sharp fluctuation in prices) if prices are quoted subject to variation it shall be on the basis of a standard Price Variation Formula. The basis for calculation shall be very clearly stated. Here again preference will be given to the tenders with a specific ceiling on escalation.

1.9.2 Prices quoted shall be in the currency of the country of origin and the offers linking the quoted currency with some other currency are liable to be ignored.

1.9.3 Prices quoted must be on the following basis:

1.9.3.1 F.O.B. / F. C. A. Port of Shipment (i.e. Free on Board the Vessel at the nearest Port of Shipment – packing, inland freight, charges towards loading the consignments on the vessel, documentation etc. included) Name of the Port (Sea/Air) proposed for shipment shall be clearly indicated.

1.10 **SPARES AND ACCESSORIES**

1.10.1 Tenders for Plant /machinery/equipment/component shall also indicate prices for essential accessories, optional accessories and spares necessary for satisfactory operation of the plant/machinery/equipment.

1.10.1.1 For a period of two years and

1.10.1.2 For a period of five years.

1.10.2 Prices for accessories and spares shall be itemized. Tenders where only lumpsum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spare and quantity recommended and also the individual price for these items.

1.11 **QUANTITY**

1.11.1 The Purchaser reserves the right to accept tenders for any quantity of his choice and the tenderers shall be bound to accept a contract for any quantity. The Purchaser also reserves the right to accept or reject lowest or any tender in full or part without assigning any reasons.

1.12 **AUTHORITY OF AGENTS**

1.12.1 In case where a tender is submitted by an Indian Agent on behalf of his foreign principal, such tender should be supported with a 'Letter of Authority' from such Principal that the Indian Agent has been authorized to submit the tender on behalf of the principal. Tenders not accompanied by such a Letter of Authority are liable to be ignored. However, acceptance of offer will be communicated only to the foreign

principals directly. The Foreign Principal shall ensure that he submits offer only through one single Indian Agent.

1.13 AGENCY COMMISSION

1.13.1 Commission payable to the Tenderer's Agents in India, if any, shall be included in the price. Name and address of the Agents and the percentage of commission payable to them and included in the price shall be clearly indicated. The commission will be paid directly to the Indian Agents in equivalent Indian Currency. The Foreign Principal shall ensure that he submits offers only through one single Indian Agents.

1.14 STATUS OF INDIVIDUAL SIGNING THE OFFER

1.14.1 Individuals signing the tender form and other connected documents must specify the capacity in which they sign, like,

1.14.1.1 Whether signing as a 'sole Proprietor' of the firm or his attorney.

1.14.1.2 Whether signing as a 'Partner' of the firm or his attorney.

1.14.1.3 Whether signing for the firm 'As Agent'

1.15 TRAINING

1.15.1 The contractor shall, in special cases, if required by IPR, provide facilities for the practical training of the Purchaser's engineers and technical personnel from India and for their active employment process of plant/machinery/equipment/instrument through the manufacturing period of the contract/stores. Such training would normally be required only in case of special plant/machinery/equipment/instrument and particularly manufactured equipment. In such an event, the Purchaser shall bear travelling and billeting expenses of the trainees and the contractor will be required only to bear the cost of the training program. Wherever, himself would recommend such training, he should furnish the cost of such training and indicates clearly the number of trainees and the duration of the training that he would recommend.

1.16 SUBMISSION OF DRAWINGS

1.16.1 The tenderer shall furnish all drawings pertaining to the plant/machinery/equipment/component to the Purchaser along with the tender for correct understanding and appreciation of the tender. Besides, tenderers should also furnish general arrangement, schematic and such other drawings prescribed by the Purchaser within 4 weeks from the date of receipt of a Purchase Order for approval. Such drawing should be furnished along with the tender. Tenderer's drawing will form part of the Purchase Order/Contract only after these are approved by the Purchaser.

1.17 SUB-CONTRACTING/SUBLETTING

1.17.1 The tenderer in the event of his tender being accepted by the Purchaser shall not assign/sublet or delegate the contract or any part thereof without the prior written consent of the Purchaser which consent shall not be unreasonably withheld, but the tenderer may without the Purchaser's consent purchase such parts, accessories, raw materials, etc. from any of the leading and reputed manufacturers in case he does

not normally manufacture such items. However the contractor shall be solely responsible for the satisfactory execution of the contract irrespective of the fact whether a part or a portion of a contract has been assigned or sublet by him to a sub-contractor even when such sub-contracting has been done with the prior written consent of the Purchaser.

1.18 SHOP / FACTORY EVALUATION, QUALITY SURVEILLANCE/ INSPECTION AND SUBMISSION OF PROGRESS REPORTS.

1.18.1 The Purchaser or his technical authorities may at his option and prior evaluation of the tender depute his inspector or any quality surveillance of his choice to the factory/workshop of the tenderer to assess and establish the manufacturing Capability etc., of the tenderer. Similarly, the Purchaser may also depute his Inspector/Quality Surveillance agency of his choice for inspection of the plant/machinery/equipment/component during the various stages of manufacture. In such an event the tenderer/contractor shall

1.18.1.1 Allow reasonable facility and free access to his factory/works/records to the Inspector for the purpose of inspection or for ascertaining the progress of manufacture and delivery.

1.18.1.2 Provide the drawings, tooling, gauges, instruments etc. required for carrying out the inspection work.

1.18.1.3 Produce an inspection plan to the Purchaser's satisfaction notifying him when checkpoints on the plan are imminent.

1.18.1.4 Not supply or deliver the plant/equipment/machinery/component unless and until a Shipping Release or an authorization for despatch is obtained in a format provided by the Purchaser. Failure to comply with this instruction will not only result in withholding of the payment to the contractor/supplier but also hold the tenderer/contractor liable for payment of compensation to the Purchaser due to delay in clearance of the equipment/plant/machinery/component from the carriers.

1.19 ERECTION AND COMMISSIONING

1.19.1 Tenderers must clearly and separately furnish in their offers the terms of supervision of erection and commissioning particularly in respect of plant/machinery/equipment.

1.19.2 In respect of Contractors involving installation and commissioning by the overseas supplier where identifiably charges for the same has been quoted by the tenderer, he shall bear the income tax liability as per the rates prevailing at the time of undertaking the job in accordance with the income tax act in force in India, as specified in clause No. 5 of additional tendering condition.

1.20 INSTRUCTION MANUAL

1.20.1 In respect of plant/machinery/equipment/instruments/apparatus, where instruction/ operation manual is normally necessary to enable the user to put the plant/machinery/equipment/instrument/apparatus to proper use, the Contractor shall furnish such an instruction/operation manual specific to the stores being supplied along with the plant/machinery/equipment /instrument/ apparatus. The

Contractor shall clearly specify in the offer about his readiness to supply instruction/operation manual.

1.21 PACKING

1.21.1 Tenderers shall note that packing for shipment shall be in accordance with the instructions outlined in this tender document and each package shall be limited to the size and weights that are permissible under the existing Air and Sea limitations. Even when no packing specification is included in the invitation to tender, it will be Supplier's responsibility to provide appropriate packing depending upon the nature of the supply and the transportation and handling hazards.

1.21.2 The equipment shall be so packed and protected as not to suffer deterioration damage or breakage during shipment and storage in a tropical climate.

1.21.3 Each package shall be properly labelled to indicate the type and quantity of material it contains, the purchase order number, its dimensions and weight and any other necessary data to identify the equipment and relate it to contract.

1.22 DEVIATIONS TO PURCHASER'S SPECIFICATIONS AND CONDITIONS OF CONTRACT

1.22.1 If any deviation or substitution from the technical specifications contained in Section "C" to this tender document is involved, such details should be clearly indicated and should be added as an annexure to the tender as otherwise it shall be an admission on the part of the tenderer that he will supply the equipment as specified by the Purchaser. Similarly, deviations to the Purchaser's General Conditions of Contract/Special Conditions of Contract contained in Section "B" of this tender document shall be indicated by the tenderer in another annexure the tenderer.

1.22.2 Price should be furnished in accordance with the format provided by the Purchaser at Section "E" of this tender document.

1.23 DELIVERY

1.23.1 Tenderers should strictly adhere to the delivery schedule mentioned in the offer.

1.24 ACCEPTANCE OF TENDERS

1.24.1 Acceptance of tenders by the Purchaser will be sent by fax, E-mail, letter etc. within the validity of the tender and such a fax, email, letter etc. would then be followed by a formal purchase order/contract. The tenderer whose offer is accepted will proceed with the execution of the contract on the basis of such advance acceptance of tenders without waiting for a formal purchase order/contract and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the manufacture without waiting for a formal purchase order/contract and delivery period will be reckoned from the date of the Letter of Intent.

1.25 RESULT OF THE TENDERS

1.25.1 Unsuccessful tenderers will not be informed of the result of their tenders.

1.26 SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT

1.26.1 In case the commercial terms and conditions of sale/contract of the tender submitted by the tenderer are at variance with the Purchaser's General Conditions of all Contracts/Special Conditions of Contract stipulated in Section "B" of this tender document, the Purchase Officer will settle the commercial terms and conditions of contract with the tenderers chosen for award of the contract by holding discussions with them OR by sending Fax/Letter/E-mail etc. In case the concerned tenderer to whom an intimation thereof is given does not respond/fail to respond to communication sent by the Purchaser within the date specified, his tender is liable for rejection and no complaints whatsoever will be entertained from the tenderer for rejection of this tender. The tenderers should not discuss with the technical authorities/user department any of the commercial terms and conditions of contract and any agreement/understanding reached between the tenderer and the technical authorities will not be valid and binding.

ADDITIONAL TENDERING CONDITIONS.

1. Installation and commissioning

- a) Wherever, the purchaser's invitation to tender calls for installation and commissioning or supervision of installation and commissioning of the instrument/equipment by the tenderer, the tenderer must clearly and separately quote the prices for the supply of the stores and the charges and the terms for installation and commissioning or supervision of installation and commissioning, as the case may be. The charges towards installation and commissioning should not be included in the price of the stores.
- b) In respect of contracts involving installation and commissioning by the overseas supplier where identifiable charges for the same has been quoted by the tenderer, he shall bear the Income-tax liability as per the rates prevailing at the time of undertaking the job in accordance with the Income-tax Act in force in India, as specified in clause No. 5 of additional tendering condition.
- c) When the scope of the contract includes installation and commissioning, it shall be the sole responsibility of the contractor to undertake the installation and commissioning as and when called for, by the purchaser.

2. Performance Bank Guarantee:

- 2.1 In the event of acceptance of the offer in respect of plant, machinery, equipment, instrument, etc. the tenderer will be required to submit a performance bank guarantee for 10% of the total value of the contract from SBI/any nationalized bank or private sector banks, namely, ICICI Bank, IDBI Bank, HDFC Bank and AXIS Bank, on a non-judicial stamp paper of appropriate value valid till 2 months beyond the expiry date of warranty period as per the Purchaser's format towards satisfactory performance of the plant, machinery, equipment, instrument, etc. during the warranty period. In case of bids in currency other than INR performance bank guarantee shall be furnished from any bank of international repute.
- 2.2 In case of non-submission of performance bank guarantee by the Contractor, an amount equivalent to 10% of the total value of the stores and other charges admitted in the contract will be retained by the purchaser till the expiry of the warranty period of the stores.

- 2.3 Offers of the tenderers who are not agreeable to furnish performance bank guarantee or retaining of an equivalent amount by the purchaser as per clause No. 2.1 and 2.2 above, are likely to be rejected.

3. STATUTORY LEVIES SUCH A GOODS & SERVICE TAX, IMPORT CUSTOMS DUTY

3.1 CUSTOMS DUTY

- 3.1.1** The Purchaser is entitled for assessment of customs duty at the concessional rate as per Customs Notification No. 51/96-Custom dated 23.7.1996 issued by the Department of Revenue, Ministry of Finance, as amended from time to time, in respect of purchases made for the Research Institutions under the Department of Atomic Energy and the Purchaser will obtain the requisite certificate from the appropriate authority.
- 3.1.2 In case an Indian vendor/agent submits an offer for supply of outrightly imported stores in Indian Rupees, they should quote price for free and safe delivery of stores at destination.
- 3.1.3 Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies as may be applicable from time to time for taking purchase decision.
- 3.1.4 High Seas Sale will not be considered.

3.2 GOODS AND SERVICE TAX

- 3.2.1 GOODS AND SERVICE TAX where legally leviable as per relevant HSN code will be admitted and reimbursed at the rate applicable during original delivery date.
- 3.2.2 GOODS AND SERVICE TAX intended to be claimed should be distinctly shown separately along with the price quoted. Where this is not done, no claim for GOODS AND SERVICE TAX will be admitted at any later stage and on any ground whatsoever.
- 3.2.3 The Purchaser is entitled for assessment of GST at the Concessional rate as per Notifications issued by the Government, as amended from time to time, in respect of purchases made for the Research and Development applications under the Department of Atomic Energy and other R&D units.
- 3.2.4 **GST for R&D Unit:** Goods and Service Tax (GST) wherever applicable will be paid extra at actual during the delivery period stipulated in the Purchase order. In terms of notifications issued by the Central Government and State Governments, R&D units of Department of Atomic Energy are entitled for IGST @ 5% or CGST @ 2.5% and SGST @ 2.5% as applicable for stores covered under the Purchase Order.
- 3.2.5 **GST for Services:** As applicable. Specify the SAC codes wherever services are involved.
- 3.2.6 It would be the responsibility of the contractor to ensure that relevant certificate is obtained from the Purchaser before effecting the delivery of

goods ordered failing which the excess tax paid by the contractor shall not be reimbursed by the Purchaser.

- 3.2.7 When GOODS AND SERVICE TAX is claimed as extra by the vendor in general and on packing charges in particular, the following certificates should be submitted by the vendor to the Paying Authority on the bills itself.
- 3.2.8 Certified that the goods and packing charges on which GOODS AND SERVICE TAX has been charged have not been exempted under the Central Sales Tax or the State Sales Tax Act or the rules made there-under and the amount charged on account of GST on these goods and packing charges are not more than what is payable under the provision of relevant Act or the rules there-under.
- 3.2.9 Certified further that we have actually paid GOODS AND SERVICE TAX and are being assessed to GST on packing charges and also that where there are statutory exemption under the Relevant Act/Law of the State Government concerned, we have availed ourselves of it and certified non-availability of such a provision for GST on packing charges wherever claimed.
- 3.2.10 Certified further in respect of amount claimed into the bill no claim is pending for refund/or admissible. Certified that in the event of our getting refund in whole or in part of the element of GOODS AND SERVICE TAX on packing charges claimed from Government, we shall pass on the benefit to the Purchaser by remitting to Government the amount equivalent to the amount of refund obtained by us.
- 3.2.11 Further certified that we abide by the all the provisions of Acts of Government and rules made thereunder especially regarding anti-profiteering provisions.
- 3.2.12 Certified further that we (our Branch or agent) _____
_____ (address) are registered as dealers in the
State of _____ under Local Regn. No. _____ and in the
State of _____ under Central Regn. No. _____ for the
purpose of State/Central Tax.

(Stamp & Signature of the Vendor)
- 3.2.13 The vendor shall solely be responsible for declaration of Goods and Service Tax made in his invoice and shall indemnify the purchaser from any claim or its liability from concerned authorities at any stage.
- 3.2.14 Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of GST made to vendor during three months immediately preceding the date of the claim covered by the relevant bill.
- 3.2.15 AN UNDERTAKING to the effect that in case any refund of GST is granted to the vendor by concerned authorities in respect of stores supplied under the contract, they shall pass on the credit to the purchaser immediately alongwith a certificate from their Director/Manager/Proprietor/ Accountant to the effect that the credit so passed on relates to the GST originally paid for the stores supplied under the contract. In case of their failure to do so within 10 days of the issue of the refund orders to them by the Authorities, the purchaser would be empowered to deduct a sum equivalent to the amount refunded by the authorities without any further reference to the vendor, from

any of their outstanding bills against this or any other pending Government Contracts and that no dispute on this account would be raised by the vendor.

3.2.16 Statutory Deductions, as applicable shall be made from the supplier's bill.

4. PRICE/PURCHASE PREFERENCE

Purchase/Price preference to industries will be given as per the policy of the Government of India in force at the time of evaluation provided their offer is in compliance with the conditions of the policy.

5. Deduction of Tax at Source (TDS):

As per Government of India rules, it is mandatory that income tax shall be deducted at source at applicable rates as per relevant act, rules and notifications issued by the government from time to time.

- 1) **In case of Indigenous Vendors** (Indian Suppliers who provide indigenous products and services, Indian subsidiaries with permanent establishment in India who supply imported goods and services and paid in Indian currency only): Tax deducted at source will be applicable under Section 194-C for carrying out any work (including supply of labour for carrying out any work) in pursuance of contract as per Income Tax Act 1961. In case of technical or professional services, TDS will be applicable as per under Section 194-J of Income Tax Act 1961.
- 2) **In case of Foreign Vendors** (Foreign Suppliers who provide goods from abroad paid in foreign currency and providing technical services by Indian subsidiary paid in Indian currency): The TDS is applicable where services are rendered in India directly or through their Indian counterpart against foreign Purchase order / Contract as per the provision of under Section 195 of Income Tax act of India. Wherever DTAA (Double Taxation Avoidance Agreement) agreement exists between India and the supplier country the provisions of the agreement shall be applicable. For getting benefit of DTAA (Double Taxation Avoidance Agreement), the following documents must be submitted, otherwise full TDS will be deducted.
 - a) No Permanent Establishment in India certificate
 - b) Tax Residency Certificate (TRC) issued by Tax authorities of their country
 - c) Form 10F if TRC does not contain required details
 - d) PAN (Permanent Account Number) details issued by Indian Income Tax Authority

Important Note:

- a) Where bifurcation is inappropriate and unacceptable for supply of material and providing services the purchase order / contract will be treated as **Composite Contract** and TDS will be deducted on whole contract / purchase order value as per applicable rate.
- b) TDS or any other leviable taxes or duties, if applicable, shall be deducted recovered from the Supplier's bill and necessary certificate will be issued to the supplier.
- c) Details on relevant sections of Income Tax Act and DTAA treaties can be obtained from <https://www.incometaxindia.gov.in/Pages/acts/income-tax-act.aspx>.

6. Offers from Indian Agents on behalf of foreign suppliers:

In case the tender is submitted by an Indian supplier/Indian agent on behalf of their foreign supplier/ principals, following documents should be submitted with the tender, failing which, their offer is liable to be ignored.

- a. Scan copy of the Agency Agreement between the Principals and the Indian Agent showing the percentage or the quantum of agency commission payable and a Letter of Authority from the Principals authorizing the Indian Agents to upload the tender on their behalf.
- b. The type and nature of after sales services to be rendered by the Indian Agent.
- c. Both Indian Agent and Principal/OEM can not bid simultaneously for the same item /product in the same tender.
- d. The Indian Agents are allowed to quote on behalf of only one foreign Principal/ Supplier against this tender.
- e. Copy of Registration Certificate with DPS.

7. Security Deposit Bank Guarantee:

In the event of acceptance of an offer, the tenderer will be required to submit a security deposit for 10% of the value of the contract/order in the form of Bank Guarantee valid till atleast 2 months beyond the contractual date of completion of the order/contract. The bank guarantee should be executed by SBI/any nationalised bank or private sector banks, namely, ICICI bank, IDBI bank, HDFC bank or AXIS bank, on the requisite Non-judicial Stamp Paper of appropriate value, as per the purchaser's format. In case of bids in currency other than INR, bank guarantee shall be furnished from any bank of international repute.

Offers wherein tenderers declined to submit Security Deposit are liable to be rejected.

8. Conditional Discount:

In case the tenderer offers any conditional discount with regard to acceptance of their offer within a specific period or for the specific payment terms, delivery, quantity etc. the purchaser will not take into consideration such conditional discount while evaluating their offer.

9. Past Performance:

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.

10. Capacity & Financial Standing:

In case it is found that the tenderer does not possess the requisite infrastructure, capacity, capability and their financial standing is not satisfactory, such tender is liable to be rejected by the purchaser.

11. EXPORT LICENCE / EXPORT PERMISSION:

It is entirely the responsibility of the suppliers who are quoting for materials of foreign origin to ensure obtaining export permission/licence/authorisation as required from the respective Government before arranging shipment. This Department would not accept post supply inspection by any agency/authority of any foreign country. It is, therefore, necessary that the vendors offering materials from foreign countries shall have thorough knowledge of export contract regulations in vogue in those countries. The vendors shall indemnify the purchaser against any consequences in respect of any end-use declaration they/their overseas Principals may furnish to the government/government agencies of the country of origin of the materials, while seeking export permission/licence. Post supply inspection, contrary to the terms and conditions of purchaser's contract shall be deemed to be null and void. This Department reserves the right to reject any offer, which is not in conformity with the above instructions.

Whenever an End-use Certificate is desired by the contractor, the same shall be clearly mentioned in the offer and the purchaser shall provide an End-user Certificate as per the format given below. The Purchaser will not provide any other document/declaration in this regard.

END USER STATEMENT:

We hereby certify that the item/s i.e.....being procured from M/s..... against our Purchase Order No. IPR/.....dated..... will be used for.....

We also certify that the item/s will not be used in designing, developing, fabricating or testing of any chemical, biological, nuclear, or weapons of mass destruction or activities related to it.

It is further certified that we will not re-export the Item/s prior to obtaining permission from the concerned authorities as may be required".

12. Country of Origin:

Wherever the tenders are for imported stores, the Country of Origin of the stores must be clearly specified in the offer.

13. Confidentiality:

The drawings, specifications, prototypes, samples or any other correspondence/details /information provided by the Purchaser relating to the tender or the contract shall be kept confidential by the Contractor, and should not be disclosed or passed on to any other person/firm without the prior written consent of the Purchaser. This clause shall apply to the sub-contractors, consultants, advisers or the employees engaged by the contractor.

14. Compliance with the Security Requirements of the Purchaser:

The Contractor shall strictly comply with the Security Rules and Regulations of the Purchaser in force and shall complete the required formalities including verification from Police and any other authority and obtain necessary prior permission for entry into the Purchasers premises, wherever authorised by the Purchaser.

15. Permanent Account Number (PAN) :

Tenderers are required to submit a true copy of the PAN Card/Letter and copy of the factory Registration/Licence or shop establishment certificate as applicable with the quotation, failing which the tenders are liable to be rejected.

16. FREE ISSUE MATERIAL: *(This clause shall apply only to contracts for supply of fabricated equipment with purchaser's Free Issue Materials (FIM)).*

Wherever contracts envisage supply of Free Issue Material (FIM) by the Purchaser to the contractor for fabrication of the contracted equipment/stores, such Free Issue Material shall be safeguarded by an insurance policy to be provided by the Contractor at his own cost for the full value of such materials and the insurance policy shall cover, the following risks specifically and shall be valid for six months beyond the contractual delivery date:

1. **RISKS TO BE COVERED:** Any loss or damage to the Purchaser's materials due to fire, theft, riot, burglary, strike, civil commotion, terrorist act, natural calamities etc. and any loss or damage arising out of any other causes such as other materials falling on purchaser's materials.

2. **INSURED BY :** (Name of the Contractor)

3. **BENEFICIARY :** Institute for Plasma Research
Nr. Indira Bridge
Bhat, Gandhinagar-382428
Gujarat
INDIA

4. **AMOUNT FOR WHICH INSURANCE POLICY TO BE FURNISHED.** The amount will be indicated in the respective Contract.

Free Issue Material (FIM) will be issued to the Contractor only after receipt of the Insurance Policy from the Contractor. The contractor shall arrange collection of the FIM from the Purchaser's premises and safe transportation of the same to his premises at his risk and cost.

Notwithstanding the insurance cover taken out by the Contractor as above, the Contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Purchaser. The contractor shall not utilize the Purchaser's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Purchaser and in which case, the Contractor shall be liable to the Purchaser to pay compensation to the full extent of damage/loss. The Contractor, shall be responsible for the safety of the free issue materials after these are received by them and all through the period during which the materials remain in their possession/control/custody. The free issue materials on receipt at the Contractor's works shall be inspected by them for ensuring safe and correct receipt of the material. The Contractor shall report the discrepancies, if any, to the Purchaser within 5 days from the date of receipt of the material. The Contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIMs from whatever cause arising whilst the said materials remain in their possession/custody or control. The free issue materials shall be inspected periodically at regular intervals by the Contractor for ensuring safe preservation and storage. The Contractor, shall also not mix up the materials in question with any other goods and shall render true and proper account of the materials actually used and return balance

remaining unused material on hand and scrap along with the final product and if it is not possible within a period of one month from the date of delivery of the final product covered by this purchase order. The Contractor, shall also indemnify the Purchaser to compensate the difference in cost between the actual cost of the free issue material lost/damaged and the claim settled to the Purchaser by the insurance company. The decision of the Director, IPR, as to whether the Contractor has caused any loss, destruction, damage or deterioration of the free issue materials while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the government, shall be final and binding upon the Contractor

17. RESTRICTED INFORMATION CATEGORIES UNDER SECTION 18 OF THE ATOMIC ENERGY ACT, 1962 AND OFFICIAL SECRETS UNDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923

Any contravention of the above mentioned provisions by the contractor, sub-contractor, consultant, adviser or the employees of the contractor will invite penal consequences under the aforesaid legislation.

18. PROHIBITION AGAINST USE OF THE NAME OF ANY INSTITUTION OF DEPARTMENT OF ATOMIC ENERGY WITHOUT PERMISSION FOR PUBLICITY PURPOSES

The Contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use the name of any Institution of Department of Atomic Energy for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of the Purchaser.

19. LIABILITY

Tenderers shall be liable for any damage to the purchaser or any third party out of any patent or latent defect in the goods supplied by him or sub-standard services rendered by him.

20. PURCHASER'S RIGHT

The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reasons whatsoever.

21. FLUCTUATION IN THE EXCISE DUTY/CUSTOMS DUTY

Unless otherwise specifically agreed to in terms of the Contract, the purchaser shall not be liable for any claim on account of fresh imposition and /or increase in Excise Duty, Customs Duty and Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract.

22. EARNEST MONEY DEPOSIT (EMD)

Bid must be submitted along with interest free Earnest Money Deposit (EMD) for an amount as specified in the Tender Notice by way of Demand Draft drawn in favour of **Institute for Plasma Research** payable at **Ahmedabad, Gujarat, INDIA**. EMD of unsuccessful bidder(s) will be returned after finalization of the contract. The successful

Tenderers EMD shall be discharged upon the Bidder submitting the Security Deposit as specified in the contract/purchase order, without any interest.

Tender received without EMD will be rejected at the discretion of IPR.

(Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to IPR on or before the specified closing date and time)

- 22.1 The EMD in case of INR shall be from State Bank of India (SBI)/any Nationalized Bank or any one of the Banks mentioned in bracket (ICICI, IDBI, HDFC, AXIS)
- 22.2 In case the EMD is from any foreign Bank, it should be from a first class bank of international repute.

Exemption from payment of EMD: The firms registered with NSIC, DPS or Micro & Small Enterprises (MSEs) which are **actual producers/manufacturers of tendered items** are exempted from payment of EMD provided valid registration certificate is uploaded along with the offer. In the case of foreign bidders, payment of EMD is exempted if they submit their bid directly or through their Indian agent in **foreign currency** against the tender document bought by them, so that the order can be placed directly on their Principals

The EMD may be forfeited:

- i. If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. In case of a successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 21 days from the date of contract/order.

23. SAMPLES/PROTOTYPES

If any called for shall be submitted free of all charges by the Tenderer and the Purchaser shall not be responsible for any loss or damage thereof for any reason whatsoever. In the event of non acceptance of the tender, the tenderer will have to make arrangements to remove/collect the sample/prototypes at his own expenses.

24. MSE bidders should declare their UAM (Udyog Aadhar Memorandum) number on CPPP portal to avail benefits as per Public Procurement Policy for MSE's order 2012.

Any additional conditions attached to this Invitation to Tender shall also form part of the contract conditions.

SECTION – B

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT
APPLICABLE TO **PURCHASE ORDER / CONTRACTS** FOR IMPORTED STORES
PLACED BY THE INSTITUTE FOR PLASMA RESEARCH

SECTION – 1

1. PREAMBLE

1.1 While the conditions contained in Section I will apply to all contracts. Section II will also apply to contracts for Plant/Machinery/Equipment/Instrument.

2.0 GENERAL CONDITIONS OF CONTRACT

2.1 DEFINITIONS AND INTERPRETATION

2.1.1 In the contract and the general and special conditions governing it, unless the context otherwise requires

2.1.2 “PURCHASER” means the shall mean the Institute for Plasma Research, acting through the Director or his authorized representative [herein after called as “IPR”]

2.1.3 “DIRECTOR”, means the Director of IPR, for the time being in the administrative charge of the Director, IPR and includes the Senior Purchase Officer, Purchase Officer or Assistant Purchase officer or any other officer authorized for the time being to execute contracts relating to the purchase and supplies of stores on behalf of the Purchaser.

2.1.4 “CONTRACTOR” or “SUPPLIER” means the individual firm or company with whom or with which the contract/purchase order for supply of Stores is placed and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.

2.1.5 “CONTRACT” or “PURCHASE ORDER” means and comprises of a Letter or *Cable or *Telex or *Fax(*followed by a written confirmation) conveying acceptance of Contractor’s offer and invitation to tender, tender containing offer, advance acceptance of the offer, acceptance of offer, general and special conditions of contract specified in the acceptance of offer and any subsequent amendments/alterations thereto made on the basis of mutual agreement.

2.1.6 “STORES” OR “MATERIAL” means the goods specified in the contract/purchase order which the contractor has agreed to supply under the contract.

2.1.7 “SUB-CONTRACTOR” or “SUB-SUPPLIER” means any contractor or supplier engaged by the contractor or the supplier with the prior approval of the Purchaser in relation to the contract/purchase order.

2.1.8 “INSPECTOR” or “QUALITY SURVEYOR” means any Engineer nominated and deputed by the purchaser or their appointed Consultants or quality Surveillance

Agency or any other person from time to time authorized by the Purchaser to act as his representative for the purpose of inspection of stores under the contract/purchase order.

2.1.9 PARTIES

2.1.9.1 The parties to the contract are the Contractor and the Purchaser and the Purchaser named in the Contract/Purchase Order.

2.2 **AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR**

2.2.1 The person signing the contract or the purchase order or any other document in respect of the contract or purchase order on behalf of the contractor shall be deemed to warrant that he has the authority to bind the contractor

2.3 **SUB-CONTRACTING**

2.3.1 The contractor/supplier shall not assign, sublet or delegate the contract or any part thereof without the Purchaser's prior written consent, which consent shall not be unreasonably withheld, but he may without the Purchaser's consent purchase such parts, accessories or associated equipment as he does not normally manufacture.

2.4 **DRAWINGS AND SPECIFICATIONS**

2.4.1 The drawings and specifications are intended to be complementary and to provide for and comprise everything necessary for the completion of supply. Any material shown on the drawing even if not particularly described in specifications or vice versa is to be supplied by the Contractor as if it were both shown and specified.

2.4.2 Should any discrepancy be noted in the drawings and/or specifications and should any interpretation of the same be required, the matter shall be referred to the Purchaser for clarification which shall be binding upon the contractor. Otherwise, the contractor shall assume responsibility for the interpretation of the drawings and specifications including interpretation by his sub-contractors.

2.4.3 Should any difference or dispute arise with regard to the true intent and meaning of drawings or specification or should any portion of the same be obscure or capable of more than one interpretation, the same shall be decided by the Purchaser whose decision shall be final.

2.4.4 All lettering on the drawings is to be considered as part of the specification and contract. In all cases figured dimensions are to be followed rather than those indicated by scale. Large scale drawings will take precedence over smaller scale drawings.

2.4.5 The contractor's drawings shall, when approved by the Purchaser, be deemed to be included in the list of drawings which form part of the contract. The contractor shall not proceed with fabrication until all drawings associated therewith have been duly approved by the Purchaser.

2.4.6 The Contractor shall be responsible for and shall pay for any alterations of the stores and shall indemnify the Purchaser for any consequential expenditure incurred by the Purchaser due to any discrepancies, errors, omissions in the drawings or other

particulars supplied by him whether such drawings or specifications have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or specifications furnished to the contractor on behalf of the Purchaser.

2.5 GENERAL WARRANTY

2.5.1 The stores supplied by the contractor under the contract shall be of best quality and workmanship. The contractor shall supply the stores in accordance with the contract specifications unless any deviation has been expressly specified in the contract and any amendments agreed thereto.

2.5.2 The contractor's offer to supply stores in accordance with the tender specifications shall be deemed to be in admission on his part that he has fully acquainted himself with the details thereof and no claim shall lie against the Purchaser on the ground that the contractor did not examine or acquaint himself fully with the tender specifications.

2.6 ALTERATIONS

2.6.1 The Purchaser may, from time to time, make changes in the drawings specifications and issue additional instructions without altering the purchase order in any manner provided that no changes shall have been ordered which materially alter the character and scope of the supply under the contract.

2.6.2 It shall be lawful for the parties to the contract to alter by mutual consent at any time and from time to time the drawings and specifications and as from the dates specified by him stores to be supplied shall be in accordance with such altered drawings and specifications provided that if any such alterations involve increase or decrease in the cost of or in the period required for production, a revision of the contract price and/or the period prescribed for delivery shall be made by mutual agreement in respect of the stores to which the alteration applies. In all other respects, the contract shall remain unaltered.

2.7 PACKING

2.7.1 The contract shall pack the stores at his own cost sufficiently and properly for transit by sea/air as the case may be so as to ensure their being free from loss or damage while in transit to the ultimate destination specified in the contract.

2.7.2 Unless otherwise provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the Stores are supplied by the contractor shall be considered as property of the Purchaser and their cost as having been included in the contract price.

2.8 INSPECTION

2.8.1 The contractor shall be responsible for and perform all inspection and testing required in accordance with the contract/purchase order and specifications included therewith.

2.8.2 The Purchaser may at his option depute his representative for Inspection of the stores to be supplied under the contract or authorize and nominate a Quality Surveillance Agency of his choice for the purpose hereinafter called, in either case, the inspection.

- 2.8.3 The supplier shall give notice of readiness for inspection to the Inspector (deputed under clause 2.8.2 above) so that the Inspector can be present at the requisite time. In such an event delivery shall not be effected until an authorization or shipping release is obtained from the Purchaser's Inspector.
- 2.8.4 The contractor shall allow reasonable facility and free access to his work/factory and records to the inspector for the purpose of inspection or for ascertaining the progress of delivery under the contract.

2.9 MARKING

- 2.9.1 Each package delivered under the contract shall be marked by the contractor at his own expense on three sides of the package and such markings shall be distinct and shall clearly indicate the description and quantity of stores, name and address of the consignee, gross and net weight of the package, name of the contractor, ultimate destination, port of discharge etc.

The marking shall generally be as under

Name and address of the consignee	Purchase Officer, Institute for Plasma Research, Nr. Indira Bridge Bhat, Gandhinagar-382428 Gujarat, India.
Contract Number and Date	No. _____ Date _____
Brief Description of Goods	
Weight	
Dimension	
Ultimate Destination	
Port of Discharge	
Package Number	

- 2.9.2 Each package shall contain a packing note specifying the name and address of the contractor, the number and date of the contract/purchase order, name and address of the consignee, description of the stores and the quantity contained in such package.
- 2.9.3 The inspector, wherever deputed by Purchase under clause 2.8.2 may reject the stores of the stores are not packed and/or Marked as aforesaid and in case where the packing materials are specifically prescribed, if such materials are not in accordance with the terms of the contract.

2.10 TIME FOR AND DATE OF DELIVERY – THE ESSENCE OF CONTRACT.

- 2.10.1 The time for and date of delivery of the stores stipulated in the contract shall be deemed to be of the essence of the contract and delivery must be completed not later than date/dates stipulated.

2.10.2 EXTENSION OF DELIVERY SCHEDULE / LIQUIDATED DAMAGES

- 2.10.2.1 If any delay in delivery shall have arisen from any cause such as strike, lockouts, fire, accidents, riot or the like which the purchaser may admit as reasonable ground for grant of extension of delivery schedule, the purchaser will allow such additional period for the purpose as he may consider necessary taking the circumstances into consideration.
- 2.10.2.2 If the contractor fails to deliver the stores or any instalment or part thereof within the period fixed for such delivery or such additional period allowed by the purchaser in accordance with foregoing para or any time before the expiry of such period repudiates the contract, the Director, IPR may without prejudice to the rights of the purchaser.
- 2.10.2.2.1 Recover from the contractor as Liquidated Damages and not by way of penalty as detailed under clause No. 2.21.2 given herein below for any stores which the contractor has failed to deliver within the period fixed for delivery in the contract or such additional period as mentioned in paragraph 2.10.2.1 during which the delivery of such stores, may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. (For the purpose of computing the damages for delayed supplies under the clause, the cost of the entire plant/machinery/equipment/instrument will be taken into consideration if the plant/machinery/equipment/instrument cannot be put to the intended use for want of delayed portion of supply).
- 2.10.2.2.2 Purchase or authorise the purchase elsewhere without notice to the contractor, on the account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, IPR whose opinion shall be final, readily procurable) without cancelling the contract in respect of the portion instrument not yet due of delivery. OR
- 2.10.2.2.3 Cancel the contract or portion thereof and if so desired purchase or authorise purchase of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, IPR whose opinion shall be final, readily procurable) at the risk and cost of the contractor, if the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his offer in response to risk purchase enquiry even though the lowest.
- 2.10.2 Where action is taken under sub-clause 2.10.2.2.2 or sub-clause 2.10.2.2.3 above the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchaser or, if there is an agreement to purchase such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Director, IPR. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.
- 2.10.4 **Extension of time:** As soon as it is apparent that contract dates cannot be adhered to an application shall be sent by the contractor to the Purchaser. If failure, on the part of the Contractor to deliver the stores in proper time shall have arisen from any causes which the Purchaser may admit as reasonable ground for an extension of time (and his decision shall be final) he may allow

such additional time as he considers it to be justified by circumstances of the case without prejudice to the Purchaser's rights to cover liquidated damages under clause 2.21.2 hereof

2.10.5 However, if the contractor fails to apply and secure extension of contract delivery date before effecting the delivery of the supplies against the contract, acceptance of such stores by the Purchaser will in no way prejudice the rights of the Purchaser to levy the liquidated damages for delayed deliveries nor will it entitle the contractor for payment of statutory levies that come into force after the expiry of the contract delivery dates.

2.11 RECTIFICATION AND REPLACEMENT OF DEFECTIVE STORES

2.11.1 If the inspector find that the contractor has executed any unsound or imperfect work, the inspector shall notify such defects to the contractor and the contractor on receiving the details of such defects or deficiency, shall at his own expenses, within seven days or otherwise within such time as may be mutually agreed upon as reasonably necessary, proceed to alter, reconstruct or remanufacture the stores to the requisite standard and specifications as called for by the tender specification.

2.12 INSPECTOR'S AUTHORITY TO CERTIFY PERFORMANCE

2.12.1 The Inspector, where ever deputed by the Purchaser under Clause 2.8.2 shall have the power:

2.12.1.1 Before any stores or parts thereof submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

2.12.1.2 Reject any stores submitted for inspection or part thereof as not being in accordance within the specification.

2.13 CONSEQUENCE OF REJECTION

2.13.1 If on the store being rejected by the inspector or consignee at the destination the contractor fails to make satisfactory supplies within the stipulated period of delivery, the Director, IPR may:

2.13.1.1 Allow the contractor to submit for inspection fresh stores in replacement of those rejected, within specified time, the contractor bearing the cost of freight on such replacement without being entitled to any extra payment on that account. OR

2.13.1.2 purchase or authorise the purchase of quantity of the stores rejected or others of similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, IPR which opinion shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards further supply of stores due under the contract.

2.13.1.3 Cancel the contract and purchase or authorise the purchase of stores or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, IPR which opinion shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken

under sub clause 2.13.1.2 above of this sub-clause, the provision of Clause 2.10.2 shall apply as far as applicable.

2.14 WARRANTY

2.14.1 The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the types under the contract in full conformity with the specifications, drawings or samples, if any and shall if operable, operate properly. This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) twelve months after the date of receipt of the last lot of stores under the contract at the ultimate destination stipulated in the contract.

2.14.2 Should any defect or deficiency in the stores supplied by the contractor under the contract appear to be discovered within 12 months from the date of receipt of the stores in India, the contractor upon notification of such defects or deficiency by Purchaser, shall forthwith take measure to rectify every such defect, deficiency or failure without cost to the Purchaser. If the contractor after such notification shall make default or delay in diligently rectifying all such defects, deficiencies or failure to the satisfaction of the Purchaser, the Purchaser may take recourse to the remedies provided for in clause 2.10.2.2.2 as applicable.

2.15 PERMIT AND LICENCES

2.15.1 The contractor shall secure and pay for all licences and permit at his end which he may be required to comply with all laws ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and save the purchaser harmless from against all claims for damages and liability which may arise out of the failure of the contractors to secure and pay for any such licences and permits or to comply fully which any and all applicable laws ordinances and regulations.

2.16 PATENT INDEMNIFICATION

2.16.1 The Contractor shall indemnify and keep indemnified the Purchaser from and against any and all claims, actions, costs, charges and expenses arising from or for infringement of patent rights, copy right or other protected rights, of any design plans, diagrams, drawings in respect of the stores supplied by the contractors or any of the manufacturing methods or process adopted by contractor for the stores supplied under the contract.

2.16.2 In the event of any claim being made or action being taken against the purchaser in respect of the matter referred to clause 2.16.1 above, the contractor shall promptly be notified thereof and he shall at his own expense, conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

2.16.3 In the event of any designs, drawing, plans or diagrams or any manufacturing methods or process furnished by the contractor constituting infringement of patent or any other protected rights and use thereof is restrained, the contractor shall procure for Purchaser, at not cost to the letter, the rights to continue using the same or to the extent it is possible to replace the same so as to avoid such infringement and subject to approval by the Purchaser or modify them so that they become

noninfringing, but such modifications shall otherwise be to the entire satisfaction of the Purchaser.

2.16.4 The provision of the clause remain effective and binding upon the Contractor even after the completion, expiration or termination of the contract.

2.17 **MODE AND TERMS OF PAYMENT**

2.17.1 Unless otherwise specified in the contract, payment in full (excluding the amount of the commission included in the price payable directly by the Purchaser to the Indian Agent) shall be made within thirty (30) days from the date of presentation of the following documents to the Purchaser's Bank specified in each contract:

- a. Negotiable Bill of Lading or Airway Bill as the case may be evidencing shipment
- b. Invoice for the shipment : Four Copies
- c. Packing List : Four copies
- d. Certificate of country of origin : Two copies
- e. Shipping release from Inspector or Quality Surveillance Agency nominated by the Purchaser for the purpose of inspection: Four copies
- f. Certificate of Quality including work test certificates of Chemical Analysis where applicable: Two copies
- g. Shipping authorization from purchaser wherever required.
- h. Bank Guarantee for the 10 percent of the value of contract in respect of plant/machinery/equipment/instrument towards performance bond as provided for in Clause 2.22.8 of Section II

An advance copy of invoice along with details of documents forwarded through bank should be sent to the Paying Authority mentioned in the Purchase Order to enable him to verify the claim and honour the documents is in order without delay.

2.17.2 The contractor shall be responsible to make available to the purchaser the documents which are essential for arranging customs clearance in India. The contractor shall arrange through his bank to have the documents air mailed to the Purchase's bank without any delay. He shall also arrange to forward directly to the Purchase Officer, IPR, three copies of non-negotiable Bill of lading or Airway Bill as the case may be, along with a copy of the invoice and packing list. If the purchaser incurs any extra expenditure by way of penalty payable to the Port Trust authorities in India or any other such expenditure due to delay in receipt of shipping documents specified by him, the contractor shall be responsible for making good such extra expenditure incurred by the Purchaser.

2.17.3 **BANK CHARGES**

2.17.3.1 While the Purchaser shall bear the bank charges payable to his Bankers in India (State Bank of India, Ahmedabad) the Contractor shall bear all the bank charges payable outside India including the charges towards advising/amendments commission.

2.17.4 **AGENCY COMMISSION**

2.17.4.1 The amount of commission included in the price and payable to the Indian Agents of the Contractor shall be paid directly to the Indian Agents by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from the Indian Agent. "Payment will be released to the Indian Agents after receipt and final acceptance of the goods

by the Purchaser and the exchange rate will be the one based on which payment is made to the Contractor”.

2.17.4.2 The contractor shall send invoice only for the net amount payable to him after deducting the amount of agency commission included in the invoice which would be paid to the Indian Agents directly by the Purchaser. However the contractors invoice should separately reflect the amount of commission payable to his Indian Agent.

2.18 **INSURANCE**

2.18.1 Transit insurance from warehouse to warehouse shall be arranged by the purchaser through his underwriters unless this responsibility is specifically entrusted to the contractor in any particular case.

2.19 **WITH-HOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

2.19.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, Purchaser shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Purchaser or any person contracting through the Director, IPR pending finalisation of any such claims.

2.19.2 It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the purchaser will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator and that the contractor will have no claim for interest or damage whatsoever on any contract in respect of such with-holding or retention under the lien referred to supra and duly notified as such to the contractor.

2.20 **LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

2.20.1 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under contract may be withheld or retained by way of lien by the Purchaser or any other person or persons contracting through the Director, IPR against any claim of the Purchaser or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Purchaser or with other such person or persons.

2.20.2 It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser will be kept withheld or retained as such by Purchaser till this claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money with-held or retained under this clause and duly notified as such to the contractor.

2.21 **ARBITRATION**

2.21.1 All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said Rules.

2.21.2 **LIQUIDATED DAMAGES**

2.21.2.1 As per Standard Terms & conditions, the Purchaser reserves the right to levy the Liquidated Damages, for delay in supply beyond the contractual delivery date at the rate of half percent (0.5 percent) of the total Contract price (Basic price) for each calendar week of delay. The total liquidated damages shall not exceed five percent (5%) of the contract price (Basic price). Stores/Goods will be deemed to have been delivered only when all its component parts are also delivered. If certain components are not delivered in time, the Stores/Goods will be considered as delayed until such time as the missing parts are delivered.

2.21.2.2 Where the Contract entered into is a composite one with supply cum erection and installation/commissioning activities and the completion of erection and installation /commissioning is delayed irrespective of the fact that whether supply of material has been made within the original delivery period, the contract is to be considered as a whole and Liquidated Damages will be recovered on the total contract value.

SECTION II

In addition to the General Conditions of Contract contained in Section I above the following Special conditions shall apply to contracts for supply of plant/machinery/equipment/manufactured equipment. These special conditions in Section I shall override the latter.

2.22 SPECIAL CONDITIONS OF CONTRACT

2.22.1 RESPONSIBILITY FOR COMPLETENESS

2.22.1.1 All fittings or accessories which may not be specifically mentioned in the tender specifications of the contract but which are necessary, are to be provided by the contractor without extra charge and the plant/machinery/equipment/instruments must be completed in all respect.

2.22.2 FINAL TEST

2.22.2.1 The final tests as to performance and guarantee shall commence within one month of completion of successful installation.

2.22.3 REJECTION OF DEFECTIVE PLANT

2.22.3.1 If the completed plant or any portion thereof before it is finally accepted is found to be defective or fails to fulfil the requirements of the contract, the Purchaser shall give the Contractor notice setting forthwith the details of such defects or failure and the contractor shall forthwith rectify the defective plant or alter the same to make comply with the requirement of the contract. Should the contractors fail to do so within a reasonable time the Purchaser may reject and replace at the cost of the Contractor, the whole or any portion of the Plant as the case may be, which is defective or fails to fulfil the requirement of the contract. Such replacement shall be carried out by the Purchaser within a reasonable time and at reasonable price and where reasonably possible to the same specifications and under competitive conditions. The Contractor shall be liable to pay to the Purchaser the extra cost, if any, of such replacement delivered and or erected as provided for in the contract such extra cost being the difference between the price paid by the Purchaser under the provisions above mentioned for such replacement and the contract price for

them. Contractor shall refund to Purchaser any sum paid by the Purchaser to the Contractor in respect of such defective plant.

2.22.4 **WARRANTY**

2.22.4.1 For a period of twelve calendar months after the plant/machinery/equipment/instruments has been put into operation (or a suitable mutually agreed longer period to be reckoned from the date of last major shipment depending upon the nature of the plant/machinery/equipment/instrument) the Contractor shall be responsible for any defects that may develop under conditions provided for the contract and under proper use, arising from the faulty materials, design or workmanship in the plant or from faulty erection of the plant by the Contractor, but otherwise and shall rectify such defects at his own cost when called upon to do so by the Purchaser who shall state in writing such defects.

2.22.4.2 If it becomes necessary for the Contractor to replace or renew any defective portions of the plant for purpose of rectification under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed under the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the later. If any defects not rectified within reasonable time, the purchaser may proceed to get the work done at contractor's risk and expenses but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.

2.22.4.3 All inspections adjustments, replacements or renewals carried out by the Contractor during the warranty period shall be subject to the same conditions as in the contract.

2.22.5 All contractor shall under that before going out of production of the spare parts he will give adequate advance notice to the Purchaser so that the letter may order his requirement of spares in one lot if he so desires.

2.22.6 The contractor shall further guarantee that if he goes out of production of spare parts, then he will make available blue prints, drawings of spare parts and specifications of material at no cost to the Purchaser, if and when required in connection with the equipment to enable Purchaser to fabricate or procure spare parts from other sources.

2.22.7 The provision of this clause shall remain effective and binding upon the Contractor even after the completion or expiration of the contract and till the plant/machinery/equipment supplied under the contract is in use by the Purchaser.

2.22.8 **ERECTION AND COMMISSIONING**

2.22.8.1 In all cases where contracts provide for supervision of erection and commissioning or for test at the Purchaser's premises the Purchaser except where otherwise specified, shall provide free of charge, such labour, Materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded by the contractor to carryout efficiently such supervision of erection and commissioning and for the requisite test. In case of contracts requiring electricity for the completion of erection, commissioning and testing at site, such electricity shall be supplied free to the Contractor.

2.22.8.2 Action by the Purchaser under the clause shall not relieve the contractor of his warranty obligation under the contract.

2.22.9 TRAINING

2.22.7.1 The Contractor shall, if required by the Purchase, provide facilities for the practical training of purchaser's engineering or technical personnel from India and for their active association on the manufacturing process throughout the manufacturing period of the contract/stores, number of such personnel to be mutually agreed upon.

2.22.10 PERFORMANCE BOND

2.22.10 The Contractor shall furnish a performance bond in the form of a bank guarantee as per the specimen at Appendix "A" to this section for an amount equal to ten percent (10%) of the total value of the contract valid till expiration of the warranty period as a security for the satisfactory performance of the plant/machinery/equipment/instrument supplied under the contract.

2.22.11 MODE OF PAYMENT

2.22.11.1 Unless otherwise agreed to in writing between the Purchaser and the Contractor, payment for the delivery of the material will be made as follows.

(1) Through Letter of Credit :-

The Letter of Credit will be established for 90% of FCA/FOB value after receipt of valid export license by the vendor (if required) and will be allowed to draw payment as under:-

90% of the FCA/FOB value will be paid against presentation of clear & unconditional shipping documents together with the shipment clearance letter issued by IPR to the negotiating Bank.

(2) Through Wire Transfer :-

10% of the FCA/FOB value plus Installation & Commissioning (if applicable) will be paid within 30 days after installation and commissioning and completion of satisfactory acceptance tests at IPR site and on submission of the Invoice with Final Acceptance Certificate issued by IPR & alongwith 10% Performance Bank guarantee of the contract value from a first class foreign bank/nationalized/scheduled bank, valid throughout the warranty period and the grace period of 2 months. ***(A format for performance bank guarantee is attached herewith (refer appendix 'A').***

2.22.11.2 Advance payments, if any, will be loaded with interest @ 12% p.a. upto the delivery period quoted for the purpose of comparison of price amongst the bidders.

Interest for delay in supply beyond the contractual delivery date: Wherever advance payments are sought for by the contractor and admitted in the contract, against Bank Guarantee for equivalent amount, in the event of any delay in supply

beyond the contractual delivery date for reasons attributable to the contractor, interest charges @ 12% shall be levied for the period beyond the contractual delivery date, on the amount of balance advance payment to be adjusted.

APPENDIX 'A'
TO
PORTION II, SECTION B SPECIAL CONDITIONS OF CONTRACT
PERFORMANCE BOND
(TO BE EXECUTED BY THE CONTRACTOR'S BANK **On non-judicial stamp paper of
appropriate value**)

Institute for Plasma Research
Nr. Indira Bridge
Bhat, Gandhinagar-382428
Gujarat
INDIA

WEHREAS on or about the _____ day of _____ 200____ M/s. _____ having its registered Office at _____ (hereinafter called 'The Contractor') entered into an Agreement No. _____ dated _____ for manufacture and supply of _____ hereinafter called 'The Contract') with the Director, IPR (hereinafter called "The Purchaser")

AND WHEREAS under the terms and conditions of the contract final payment amounting to --under the contract is to be made against a performance bond in the form of bank guarantee furnished by the Contactor for a sum _____ of equivalent to 10% (Ten per cent) of the value of the contract towards satisfactory performance of the _____ (hereinafter called the equipment) valid for a period of 12 months from the date of putting into operation of the said equipment or _____ months from the date of receipt of the last lot of consignment whichever is earlier.

NOW We, (bank) inconsideration of the promises and payment of the final/balance amount of _____ under the contract to the contractor hereby agree and undertake to pay on demand and without any demur to the Director, IPR of the contractor a sum not exceeding _____ against any loss or damage that may be suffered by the Purchaser by the reasons of any unsatisfactory performance of the said equipment.

AND we, _____ (Bank) hereby also agree that the decision of the said Director, IPR as to whether the said equipment is giving satisfactory performance or not and as to the amount of loss or damages suffered by the Purchaser on account of unsatisfactory performance of the said equipment shall be final and binding on us.

AND We (bank) hereby further agree that our liability hereunder shall not be discharged by virtue of any agreement between the Purchaser & the Contractor whether with or without knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the contractor whether as to payment, time performance or any other matter whatsoever relating to the contract which but for this provision would amount to discharge of the surety under the law.

Our guarantee shall remain in force until _____ and unless a claim under the guarantee is lodged with us within six months from the date (i.e. _____), all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Our liability under this guarantee shall not be affected by any change in our constitution or the constitution of the contractor.

(Stamp & Signature)
FOR AND ON BEHALF _____ (BANK)
DATED AT _____ THE _____ 200

APPENDIX 'B'

TO
PORTION II, SECTION B SPECIAL CONDITIONS OF CONTRACT
SECURITY DEPOSIT
(TO BE EXECUTED BY THE CONTRACTOR'S BANK - **On non-judicial stamp paper of appropriate value**)

THIS DEED OF GUARANTEE MADE AT _____ this _____ day of _____ between _____ having its registered office at _____ and one of its branches at _____ (hereinafter called "the Bank" which expression shall mean and include the said _____ and its successors and assigns) of the one part AND IPR (INSTITUTE FOR PLASMA RESEARCH) Near Indira Bridge, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter called "the purchaser" which expression shall mean and include the said INSTITUTE FOR PLASMA RESEARCH, ANDHINAGAR and its successors and assigns) of the other part.

WHEREAS _____ (hereinafter called "the Contractor/Supplier") having its registered office at _____ have entered into a Contract having order/contract value of Rs./USD/Euro _____ (Rupees/USD/Euro _____) with the purchaser being _____ Purchase order/Contract No. _____ Dated _____ for _____ in accordance with the terms, specifications and conditions contained therein.

AND WHEREAS under the terms of the aforesaid order/contract, the contractor/Supplier is to furnish to the Purchaser a Bank guarantee for an amount of Rs./USD/Euro _____ (Rupees/USD/Euro _____) being 10% of the total value of the purchase order/contract by way of security for fulfilment of the Contractual obligations on the part of the Contractor/Supplier thereunder.

AND WHEREAS the Contractor/Supplier has requested the Bank to guarantee the due payment of the aforesaid amount by the contractor/supplier to the purchaser in case the contractor/supplier fails to fulfil any of the aforesaid contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand, in writing from the purchaser or any officer authorised by it in this behalf and without demur, any amount upto and not exceeding Rs./USD/Euro _____ (Rupees/USD/Euro _____) to the Purchaser on behalf of the Contractor /Supplier.
2. This guarantee is valid and binding upon the Bank till final acceptance of the ordered item/s by the Purchaser and fulfilment of all the contractual obligations to the satisfaction of the Purchaser and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor or on account of any reason whatsoever.
3. The liability of the Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made or conceded or agreed within or without the knowledge or consent of the Bank or by or between the parties to the said Purchase order.
4. The liability of the Bank under this deed is restricted to the sum of Rs./USD/Euro _____ (Rupees/USD/Euro _____) and same shall remain in force till final acceptance of the ordered item/s covered in the Purchase order (two months beyond final acceptance date). In case any further extension of the

present guarantee is required the same shall be granted on receiving instructions in writing there for from the contractor/supplier on whose behalf this guarantee is issued.

5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or period as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.
6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid purchase order against the contractor/supplier shall in no way relieve the Bank of its liability under this deed.

In witness whereof, we the _____ have executed this. This the _____ day of _____ 20_____.

Witnesses: (1)
(2)

SECTION - C

TECHNICAL SPECIFICATIONS OF STORES AND DRAWINGS.

(Technical Specification Documents)

Please refer tender document

FORMAT FOR SUBMISSION OF THE TENDER

(This need to be printed on Tenderer's letter head)

TENDER NO. _____

Tenderer's Offer No. _____ Date _____

To
The Purchase Officer
Institute for Plasma Research
Near Indira Bridge
Bhat; Gandhinagar-382428 (INDIA)

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Tender and General Conditions of Contracts and Special Conditions of Contracts contained in Section "B" of Form No: **IPR-FP-ET-1**. I/We hereby agree to supply the stores conforming to the tender specifications and also agree to abide by your General Conditions of all Contracts and Special Conditions of Contract contained in Section "B" of the Tender document.

- You will be at liberty to accept any one or more of the items of stores offered by us and I/We shall be bound to supply you the stores as may be specified in the Purchase Order/Contract.
- I/We hereby agree to keep the price valid for your acceptance for a period of 120 days from the date of opening of the tender.
- Deviations to technical specifications of the tender documents are detailed in Annexure-A of the tender form while deviations proposed to the General/Special Conditions of Contract are detailed in Annexure "B" to this tender.
- I/We have also uploaded all the leaflets/catalogue, etc. pertaining to the stores offered.

Yours faithfully

Stamp and Signature of the Tenderer

SECTION 'E'

FORMAT FOR SUBMISSION OF PRICE BID OF THE TENDER.

Please refer tender document