

INSTITUTE FOR PLASMA RESEARCH

(An Aided Institute of Department of Atomic Energy, Government of India)
Near Indira Bridge; Bhat; Gandhinagar-382428; India

Form No: IPR-LP-01.V5

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

1. The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/Purchase Order and supplier quoting this enquiry shall be deemed to have read and understood the same in toto.
2. **ELIGIBILITY OF BIDDERS FROM SPECIFIED COUNTRIES:**
 - i. Orders issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.
 - ii. Any bidder from a country which shares a land border with India (<https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs (<https://meadashbaord.gov.in/indicators/92>), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called “Restricted countries”) shall be eligible to bid in this tender only if the bidder is registered (<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>) with the Registration committee constituted by the Department for promotion of Industry and Internal Trade(DPIIT). The bidders shall enclose valid registration certificate along with their offer. Wherever the bids are received without accompanying the above said requisite certificate such offers shall be treated as incomplete and not considered.

Self-certification under **ELIGIBILITY DECLARATIONS FROM SPECIFIED COUNTRIES** order as per **Annexure-I** should be submitted along with the offer.

3. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by IPR unless our specific written acceptance thereof is obtained.
4. **Quotation:** Quotation should be submitted in the prescribed QUOTATION FORMAT attached with this Enquiry and the same should be submitted to the Purchase Officer, IPR in a sealed envelope superscribing the same with our enquiry No., date, due date and brief description of item on or before the due date. Late/delayed/incomplete/unsigned quotations will not be considered. Envelopes received without Enquiry number, date, due date and brief description of item may be rejected. The quoted prices should be firm for a period of 90 days from due date for placing order. IPR is not bound to accept lowest rate/s. IPR reserves the right to place on one or more parties. The scope of supply includes insurance by the Contractor/Supplier.
5. **Specifications:** Material should be offered strictly confirming to our specifications/drawings. Deviation, if any, should be clearly indicated by the supplier in their quotation. The Tenderer should also indicate the Make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation. Clarification/s on drawings should be obtained before submitting quotation.
6. **Terms of Prices:** Quotation should be submitted on door delivery basis without extra charge wherever possible. For quotations on Ex-Works, Ex-godown basis the approximate packing and forwarding charges should be indicated by the supplier. In the case of local suppliers, the material is to be delivered at our stores free of charge.
 - 5.1 In respect of tenders on Ex-works basis, in case the tenderer has not mentioned in the offer packing, forwarding and transportation charges for safe delivery up to Purchaser's site, 2% of the price quoted towards packing (in respect of both local and outstation firms), 1% of the basic price quoted towards safe delivery charges in respect of local tenderer and 3% of the basic price quoted towards safe delivery charges in respect of outstation firm will be added for comparison of offers on safe door delivery at Purchaser's site.
 - 5.2 Prices are required to be quoted according to the units indicated in the tender form/Enquiry. When Quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished
6. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference

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between amounts quoted in words and figures, amount quoted in words shall prevail. Unsigned quotations will summarily be rejected. If there is a discrepancy between the unit price and total price, unit price shall prevail.

7. IPR shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rate quoted.
8. **Goods & Services Tax (GST):** The details of Taxes/GST and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.

a) GST for Goods (IGST/CGST/SGST TAX BENEFITS):

IPR is entitled to avail tax benefit as per the following notifications issued by Ministry of Finance, Department of Revenue, Government of India:

(1) No: 47/2017-INTEGRATED TAX (RATE) DATED 14/11/17 for IGST

(2) No: 45/2017-CENTRAL TAX (RATE) DATED 14/11/17 for CGST

And,

IPR is entitled to avail tax benefit as per the following notifications issued by Finance Department, Government of Gujarat:

(1) No. 45/2017-STATE TAX (RATE) DATED 15/11/17 for SGST

As per above notifications IPR will bear only 5% IGST for procurement of goods from outside Gujarat & 2.5% CGST and 2.5% SGST (total 5%) for procurement of goods within Gujarat. Vendors are required to charge tax as per these notifications while quoting/supplying the goods. Deviations, (if any) should be clearly mentioned in the quotation/offer.

Please specify the HSN codes while quoting.

b) GST for Services:

As applicable. **Specify the SAC codes wherever services are involved.**

9. **Earnest Money Deposit (EMD):** Tenderer should furnish EMD if asked for by the Purchaser.
10. **Delivery Date:** Delivery period is essence of the Contract. Supplier must indicate the firm delivery date by which the materials will be dispatched/delivered by them from the date of our order. Delivery period shall be clearly indicated against each item separately.
11. **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.
12. **Liquidated Damages:** The successful Vendor/Bidder should pay liquidated damages @ ½% (half percent) of the total contract/order value for the delay of each week in the scheduled date of completion of the work envisaged in the Contract/Purchase Order subject to a maximum of 5% (Five percent) of the total Contract/Order value.
13. **Inspection:** Materials on its arrival at IPR will be inspected by our Engineer/Stores Officer, and his decision in the matter will be final. However, where the items are required to be inspected at the Suppliers Premises, Supplier has to give advance notice to the Purchase regarding readiness of the material to enable Purchase/Stores section to depute his representative for inspection.
14. **Payment:** Payment will be arranged for accepted materials only within 30 days from the date of receipt of materials at IPR and bills in our accounts section, completed in all respects.
15. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
16. **Guarantee:** The Stores offered should be guaranteed for a minimum period of twelve months, from that date of acceptance, against defective materials, design, workmanship, operation or manufacture. For defects noticed and communicated during the Guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notifications. In case where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.

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17. **Performance Bank Guarantee:** If demanded by IPR, the successful bidder will have to furnish Performance Bank Guarantee for 10% of the order value (basic price) from a Nationalised/Scheduled Bank/State Bank of India, valid throughout the Guarantee/Warranty period. The scheduled banks approved by IPR are Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank. Bank Guarantees submitted other than from banks approved by IPR will not be accepted.
18. **Security Deposit:** If demanded the successful Bidder will have to furnish to the Purchaser an interest free security deposit for 10% (Ten percent) of the order value in the form of Bank Guarantee of an equivalent amount from a nationalized/ scheduled Bank/State Bank of India within 15 days from the date of LOI/Purchase order and the said Guarantee should be valid till the goods are accepted by IPR. The scheduled banks approved by IPR are Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank. Bank Guarantees submitted other than from banks approved by IPR will not be accepted. The Security deposit shall be forfeited in case the selected Bidder does not start the work within the time limit specified or fail to complete the work within the stipulated delivery period or fail to comply with any of the terms and conditions in the purchase order/contract. On successful completion of scope of work and its acceptance by IPR, supplier should send a letter to the Purchase Officer to return the original BG.
19. The Contractor/Supplier shall at all times indemnify the purchase against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.
20. **Free Issue Material (FIM):** Successful tenderer will have to arrange insurance showing beneficiary as "Institute for Plasma Research" at their risk and cost towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue Material for the due execution of the contract.
21. The Director, IPR reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reason.
22. **Jurisdiction:** The contract shall be governed by the Laws of India for the time being in force. The Courts of Gandhinagar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Purchase Order.

ANNEXURE-I

Annexure to Bid Form: Eligibility Declaration

(To be submitted as part of tender/Technical Bid)
(On company letter head)
(Along with supporting documents, if any)

Tender No _____ dated _____

Tender Title:

Bidder's Name: _____

(Address and contact details)

Bidder's Offer No. _____

Date: _____

Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.

“We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.”

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)