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TENDER NOTICE DATED 08-09-2016

Sealed tenders are invited in **TWO PARTS** from reputed and eligible parties for the following.

Sr. No.	Tender Notice No.	Item	Qty.	Due Date & Time for		Tender Fee (Rs.)	EMD (Rs.)
				Submission of tender	Opening of tender		
1.	IPR/TN/PUR/TPT/10/16-17 (TWO PART TENDER)	Supply, fabrication, installation, testing and commissioning of Cooling Water System for LLMHD and EHCL including SS/MS piping, pumps, valves, cooling tower, PHE, mixed bed polishing unit, SS tank, instrumentations etc. confirming to tender specifications, in accordance with proposed schedule of quantities and drawings.	1 Job	19-10-2016 by 1.00 p.m.	19-10-2016 2.30 p.m.	500.00	49750.00

Tender documents are available on IPR Website : <http://www.ipr.res.in/documents/tenders.html>. Tenderers meeting the eligibility criteria mentioned in the tender documents may, at their option, download the tender documents from the website and submit their offer along with prescribed **Tender Fee (non refundable) and EMD** in the form of Demand Draft in favour of **Institute for Plasma Research** and payable at **Ahmedabad** as per the details given in the tender documents. **It is to be noted that all further updates or amendments if any regarding the tender dates, specifications and terms & conditions shall be notified and uploaded on the IPR website and no separate corrigendum would be published in this regard.** Therefore, interested bidders need to visit the website of IPR on a regular basis for such updates. In case party desires to collect the tender documents by post, they may contact the Purchase Officer along with prescribed tender fee. Tender documents will be issued upto **13-10-2016**. Representative who is going to attend the tender opening should carry an authorization letter from the organization for participation in the tender opening failing which he/she will not be allowed to attend the tender opening.

TENDER NOTICE No.IPR/TN/PUR/TPT/10/16-17 DATED 08/09/2016
(TWO PART)

For supply, fabrication (to suit site condition/system layout), installation, testing and commissioning of Cooling Water System for LLMHD and EHCL including SS/MS piping, pumps, valves, cooling tower, PHE, mixed bed polishing unit, SS tank, instrumentations etc. confirming to tender specifications, in accordance with proposed schedule of quantities and drawings.

NOTE: THIS IS A TWO PART TENDER. KINDLY SUBMIT TECHNO-COMMERCIAL BID (PART-A) AND PRICE BID (PART-B) SEPARATELY IN TWO DIFFERENT ENVELOPES SUPERSCRIBING TECHNICAL BID AND PRICE BID IN ONE SINGLE ENVELOPE

NOTE:

1. Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.
2. **Proof for fulfillment of eligibility criteria mentioned hereunder should be submitted along with the tender. If the tender is submitted without valid documents, we shall not consider your offer. Tenders received without proof of eligibility criteria will be rejected.**
3. Tender documents can also be obtained by submitting a written request to the Purchase Officer together with prescribed tender fee, provided that the eligibility criteria is fulfilled. Last date for issue of Tender documents is **13/10/2016**.
4. While requesting for Tender Documents, such request shall indicate **the “REQUEST FOR TENDER DOCUMENTS AGAINST TENDER NOTICE NO.IPR/TN/PUR/TPT/10/16-17 DATED 08/09/2016”**.
5. **The tender fee of Rs.500/- (non-refundable) should be made in the form of **DEMAND DRAFT** issued in favour of *Institute for Plasma Research* and payable at *Ahmedabad*. Vendor's name and tender number shall be indicated on the reverse side of the Demand Draft.**
6. **DD should not be prior dated to the date of advertisement. Separate request letter and separate Demand Draft shall be sent for each tender.**
7. **Those who use the downloaded tender documents from IPR Website may submit the prescribed Tender Fee keeping in a separate envelope along with the tender.**
8. **Tenders received without the prescribed tender fee will be rejected.**
9. No request for the extension of due date will be considered.
10. Late/Delayed offers will not be accepted.

11. **Tender in a sealed envelope (Technical Bid, Commercial terms and conditions and EMD [Part-A] in one envelope and Price Bid [Part-B] in another envelope) superscribing the envelope with the above tender no., date, due date and brief description of tendered item should be submitted to the *Purchase Officer* at the above address by 1.00 p.m. on 19/10/2016. Part-A (Technical Bid along with Tender Fee of Rs.500/-, commercial terms and conditions and EMD for Rs.49,750/-) received upto 1.00 p.m. on 19/10/2016 will be opened on the same day at 2.30 p.m. in the presence of attending tenderers.**
12. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
13. IPR will not be responsible for any delay/loss of documents in transit.
14. Tenders received without the details asked for including proof of eligibility for participating in the tender may not be considered.
15. Tenderers should furnish/enclose full technical details/literature, delivery period and confirm the terms and conditions attached with the tender.
16. **Those who do not meet with the eligibility criteria need not submit Tender.**
17. **Those who are quoting on behalf of their foreign Principals should submit a Proforma Invoice of Foreign Principals in foreign currency.**
18. The Director, IPR reserves the right to accept or reject any offer in full or part thereof without assigning any reason thereof.
19. **Quotations received without EMD will not be considered.**
20. **AUTHORITY LETTER**
 - 20.1 **The representative who is going to attend the tender opening should carry an authorization letter from the organization for participation in the tender opening failing which he will not be allowed to participate in the tender opening.**
 - 20.2 **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.**

ELIGIBILITY CRITERIA:

(The bidder is required to submit all supporting documents as proof for the compliance of the following criteria. The attachments must be serially labelled with the number as given in the table below. Bids received without valid documents and/or incomplete and irrelevant documents are likely to be rejected summarily)

Sr.No.	Essential Eligibility compliance	Evidence for submission	Attachment Sr.No. of proofs and evidence
1.	The bidder should have minimum five years of experience in SS Piping and fabrication work as on 31-03-2016.	Copies of purchase order/work order to be submitted as a proof.	
2.	The bidder should have satisfactorily completed at least one similar SS piping and fabrication work of Rs.20 lacs and above carried out in a single purchase order in the last 5 years ending on 31-03-2016.	Copy of purchase order/work order with technical details alongwith work completion/ installation certificate should be submitted as a proof.	
3.	The bidder must have an average turnover (gross) of not less than Rs.50 lacs each year over the last three financial years i.e. 2012-13, 2013-14 and 2014-15.	The bidder shall submit Audited financial statement for the years 2012-13, 2013-14 and 2014-15 as a proof.	
4.	The firm should have been a profit making organization for any two financial years i.e. 2012-13, 2013-14 or 2014-15.	The bidder shall submit Audited financial statement for 2012-13, 2013-14 or 2014-15 as a proof.	

NOTE (1): Great Emphasis will be put in Selection of Contractors for the proposed work on the quality of equipment, ability and competency of contractors to do good quality work according to the time schedule in close coordination with other agencies, and design, execution & service infrastructure.

For the purpose “Cost of Work” shall mean gross value of the completed works including the cost of materials supplied by the contractor / client, but excluding those supplied free of cost. For the purpose of clause “Similar Works” means SS Piping and Fabrication Works comprising of supply, installation, testing and commissioning of SS piping with valves, support structure, instrumentations etc.. Documentary evidence for each similar work should contain performance certificate from client clearly indicating full details of nature of work, work order

no. & date, client address, value of work as per work order and as per actual completion, period of completion as per work order and as per actual.

NOTE (2): Issue of tender documents does not mean that a vendor is qualified to submit tenders. IPR's decision to consider as to whether a vendor has met with the eligibility criteria is final.

The bidder is required to submit all supporting documents (copy of Purchase Orders, completion certificates etc.) along with their technical bid as proof for the compliance of the above criteria. Bids without the supporting documents or incomplete and irrelevant documents will not be considered valid.

Other than this, the bidder should also provide the following information:

- (a) Documents describing the profile of the company
- (b) Documents describing the infrastructure and testing facilities of the company.

The response to tender without submission of proof of above points will summarily be rejected without further communication.

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

PART-A(i)

SEE THE
ATTACHED
DOCUMENT
PART-A(i)

PART-A(ii)**(1) INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS**

- 1.1 The quotation and any order resulting from this tender/enquiry shall be governed by our General Conditions of contract and supplier quoting this tender shall be deemed to have read and understood the same in toto.
- 1.2 Where counter terms and conditions have been offered by the supplier, the same shall not be deemed to have been accepted by us, unless our specific written acceptance thereof is obtained.
- 1.3 **Tender Fee:** Tenders received without the prescribed Tender fee will be rejected.
- 1.4 **Eligible Bidders**
- 1.4.1 This Invitation of Bids is open to all suppliers who meet the **Eligibility criteria** mentioned in the tender documents.
- 1.4.2 The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 1.5 **Clarifications:**
- 1.5.1 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 Bids shall be complete in all respects and shall include properly filled in prices, other specifications, schedules, relevant drawings and catalogues as necessary along with the bid covering letter, all in duplicate.
- 1.6 **Scope of work/Supply and Specifications:**
- 1.6.1 Scope of work/supply, specifications and drawings under this tender notice are given in **Part-A(i)**. Materials should be offered strictly conforming to the specifications within acceptable tolerance level given in specifications / drawings given in tender document. Deviations, if any, should be clearly indicated by the bidder in their bid. The supplier should also indicate the Make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation.
- 1.6.2 Any fittings or accessories which may not be specifically mentioned in the Specifications or Particulars but which are usual or necessary for proper and efficient functioning of the Stores as per the specifications of the tender shall be supplied by the Contractor without extra charge to the Purchaser; the Stores supplied shall be complete in all respects.

- 1.7 **Alteration of specifications, Patterns and Drawings:**
- 1.7.1 The Purchaser reserves the right to alter, whenever necessary, specifications, patterns and drawings. As from the date, the Stores shall be in accordance with the specifications, patterns and drawings so altered, which the contractor is bound to comply with.
- 1.7.2 In the event of such alteration involving a revision in the cost, or in the delivery period, the same shall be discussed and mutually agreed to, taking into account the unit rates of similar items in the Contract. In case of disagreement, the decision of the Purchaser, in the cost or the delivery period, shall be final and conclusive.
- 1.8 **Minor modifications / Additional Scope of Work:** Minor modifications / additional scope of work to the tune of 2% of the total contract value will be carried out by the contractor without any extra cost to IPR.
- 1.9 **Subletting or Assignment of Contract:**
- 1.9.1 The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing therefrom or under the contract without the prior written consent of the Purchaser (All Sub-contractors are required to be appraised and approved by the Purchaser before placement of orders by the Contractor/Supplier). However, such consent shall not be unreasonably withheld by the Purchaser, if such stores are not normally manufactured by the Contractor, such assignment or subletting shall not relieve the Contractor from any contractual obligation or responsibility under the Contract.
- 1.9.2 Any breach of this condition shall entitle the Purchaser to cancel the Contract or any part thereof and to purchase from other sources at the risk and cost of the Contractor and shall recover from the Contractor damages arising from such cancellations.
- 1.9.3 In case the Contractor sublets, transfers or assigns any part of the Contract with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the Contractor and any requests from such sub-Contractor shall not be entertained by the Purchaser.
- 1.10 **Conditional Discount:** In case the tenderer offers any conditional discount with regard to acceptance of their offer within a specific payment terms, delivery, quantity etc. the purchaser will not take into consideration such conditional discount while evaluating their offer.
- 1.11 **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-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.
- 1.12 **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 authorized by the Purchaser.

1.13 Manner & method for submission of tenders

1.13.1 **Language of Bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.

1.14 Submission of tenders:

1.14.1 All tenders in response to this invitation shall be submitted in TWO PARTS as under and in the different envelopes.

1.14.2 **Part-A (Techno-commercial):** This part of the tender shall include/contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

Part-A (Techo-commercial) should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar equipment, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the tenderer for purchase, term of price, mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. This part of the tender, i.e. Part-A (Techno-commercial without price) shall be enclosed separately in an envelope duly sealed and super scribed with the purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document. The tenderer shall take special care NOT TO MIX UP the price of the stores in this part of the tender.

1.14.3 **Part-B (Price):** This part should contain only the prices of the stores offered for the services to be rendered.

Part-B (Price) shall include/contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchaser's engineers wherever applicable, lumpsum charges for erection and commissioning work or per diem charges for the supervision of erection and commissioning work as is envisaged in the Purchaser's tender document, testing charges, third party inspection charges, etc. This part of the tender, i.e. Part-B (Price) shall be enclosed separately in an envelope duly sealed and superscribed with the Purchaser's tender number and the last date and time specified for receipt and opening of the tenders as in the tender document.

1.14.4 If tenderer includes prices of any nature in Part-A (Techno-commercial) of the tender such offers are liable for rejection without any notice to the tenderers.

1.14.5 Deadline for submission of Bids:

1.14.5.1 Bids must be received by the Purchaser at the address specified in Invitation for bids not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. Any delay / loss in transit for submitting the hard copy of the bid will not be entertained.

- 1.14.5.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by issuing a **Corrigendum** in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 1.14.6 **Late Bids:**
- 1.14.6.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
- 1.14.6.2 Such tenders shall be marked as late and not be considered.
- 1.15 **Confidentiality:**
- 1.15.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until the Purchase Order is released.
- 1.15.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 1.16 **Bid Prices:**
- 1.16.1 The Bidder shall indicate on the appropriate price schedule form, the Unit prices and total bid prices of the goods it proposes to supply under the contract. Bidders should confirm that the price quoted is the lowest export price applied to scientific and educational institute in India.
- 1.16.2 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. Unit rate/s should be valid throughout the validity of purchase order/contract period for addition/deletion purposes. Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/extended validity of purchase order/contract.
- 1.16.3 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 fluctuations in prices) if prices 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. Price escalations occurring during the extended delivery period are not allowed. However, PVC is considered only if the delivery period is more than 18 months.
- 1.16.4 Prices are required to be quoted according to the units indicated in the tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

- 1.16.5 Wherever options are specified in the tender documents, IPR reserves the right to accept any option/s irrespective of whether all the vendors have quoted for all the options or not. The decision of IPR in this regard will be final.
- 1.16.6 The purchaser reserves the right to accept tenders for any quantity of his choice and the tenderer 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 in part without assigning any reasons. If tenderer wishes, they can offer price for different quantity slabs.
- 1.17 **TDS/Work Contract Tax/or any other leviable taxes or duties:** If applicable, the same shall be recovered from the contractors bill and necessary certificate will be issued to the contractor.
- 1.18 Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
- 1.19 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 rates quoted.
- 1.20 **Sales tax/VAT:** IPR does not issue "C" or "D" form. The percentage of Sales Tax/VAT, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.
- 1.20.1 **VAT Registration:** Bidder may submit a copy of VAT Registration certificate along with their quotation (if applicable).
- 1.21 **Service Tax:** Wherever Service tax is applicable, it should be mentioned clearly. You may indicate percentage of Service Tax in your quotation.
- 1.22 **Excise Duty:** IPR is exempted from payment of Excise Duty under Government of India Notification No.10/97-CE (Central Excise) dated 1-3-1997. Excise Duty Exemption Certificate, wherever applicable, and as per rules will be issued at the appropriate time. Hence Excise Duty should not be included in the BID. However, prevailing percentage of Excise Duty may be indicated.
- 1.23 **Customs Duty:** IPR is exempted from payment of Customs Duty as per notification No.51/96 Customs. However from 1st March 2002 the Government of India has imposed an advalorem Customs Duty up to 5% vide Notification 24/2002 Customs on all imports covered under Notification No.51/96 as amended by notification no. 24/2007 Customs dtd. 1-3.2007. Accordingly Certificate will be issued from IPR. Bidders are requested to take into account this at the time of submitting the bids.
- 1.24 **Packing, forwarding and insurance:** The contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure

safe arrival at the destination. The packing and marking of the packages shall be done by and at the expense of the contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor and the purchaser shall pay only for such as are actually received in good conditions, in accordance with the contract.

- 1.25 **Octroi:** Octroi is not applicable in our case.
- 1.26 **Delivery/Completion Date:** The successful vendor has to complete the work in totality within **8 months from the date of approval of working drawings by IPR.**
- 1.27 **Despatches:** The contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Lorry Receipt. If sent in any other mode, it is at the risk of the contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis Purchaser shall pay for only such stores as are actually received by them in accordance with the contract.
- 1.28 **Acceptance of Stores:**
- (a) The contractor shall tender the stores for inspection at such places as may be specified by the purchaser at the contractor's own risk, expenses and cost.
- (b) It is expressly agreed that the acceptance of the stores contracted for is subject to final approval by the Purchaser, whose decision shall be final.
- 1.29 **Inspection:** Materials on its arrival at IPR will be inspected by Stores Officer, and his decision in the matter will be final.
- 1.30 **Earnest Money Deposit (EMD):**
- 1.30.1 The Bidder shall submit, as part of its bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Invitation for Bids. EMD shall be submitted by way of Demand Draft from **any scheduled bank** issued in favour of **"Institute for Plasma Research"** and payable at **Ahmedabad. Tender received without EMD will be rejected. (For this tender, the EMD amount is Rs.49,750/-).**
- 1.30.2 The EMD of unsuccessful Bidder will be discharged/returned after finalizing award of the Contract/placement of Purchase order.
- 1.30.3 The successful Bidder's EMD shall be discharged upon the Bidder submitting the Security Deposit as specified in the contract/purchase order, without any interest.
- 1.30.4 **Exemption from payment of EMD:** The firms registered with DGS&D, NSIC and registered MSME's are exempted from payment of EMD subject to submission of valid registration certificate. 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.

- 1.31 **The EMD may be forfeited:**
- 1.31.1 If a Bidder 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
- 1.31.2 In case of a successful Bidder, if the Bidder 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.
- 1.32 **Period of validity of Bids:**
- 1.32.1 Bids shall remain valid for minimum of 120 days after the date of bid opening prescribed by the Purchaser.
- 1.32.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request for extension will not be required nor permitted to modify its bid.
- 1.33 **Clarification of Bids:**
- To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
- 1.34 **Preliminary Examination:**
- 1.34.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in the tender specification/documents have been provided, and to determine the completeness of each document submitted.
- 1.34.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- 1.34.3 Tenders submitted in accordance with the tender specification/documents.
- 1.34.4 All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
- (i) The Bid is unsigned.
 - (ii) The Bidder is not eligible.
 - (iii) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - (iv) Bidder has not agreed to give the required Security Deposit
 - (v) The goods quoted are sub-standard, not meeting the required specification, etc.

- (vi) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
- (vii) The tenderer has not agreed to any essential condition(s) incorporated in the tender enquiry.

1.35 **Responsiveness of Bids:**

1.35.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchasers rights or the Bidders obligations under the Contract; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.35.2 The purchases determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.35.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.36 **Non-Conformity, Error and Omission:**

1.36.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

1.36.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.36.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.36.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its EMD may be forfeited.
- 1.37 **Examination of Terms & Conditions, Technical Evaluation:**
- 1.37.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the tender documents have been accepted by the Bidder without any material deviation or reservation.
- 1.37.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with the technical specifications mentioned in the tender documents, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 1.37.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with the tender specification, it shall reject the Bid.
- 1.38 **Conversion to Single Currency:**
- To facilitate evaluation and comparison, the Purchaser may convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees.
- 1.39 **Evaluation and comparison of Bids:**
- 1.39.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.39.2 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:
- (a) The price of the goods quoted ex-works including all taxes already paid.
- (b) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (c) Charges like packing, forwarding, insurance and transportation/freight required for delivering the goods at the desired destination.

Note: Where there is no mention of packing, forwarding, freight, insurance, taxes etc. such offers shall be treated as incomplete.

1.39.4 The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with the tender specifications.

1.40 Contacting Purchaser

1.40.1 Subject to clause No.1.33 hereinabove, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.40.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.41 Award of Contract:

1.41.1 **Negotiations:** There shall not be any negotiation normally. Negotiations, if at all, shall be an exception with the lowest evaluated responsive bidder.

1.41.2 **Award Criteria:** Subject to the conditions mentioned under clause No.1.41.3, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.41.3 **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.41.4 **Purchaser's right to vary Quantities at the time of Award of contract:** The Purchaser reserves the right at the time of Contract award to modify the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, if it is felt absolutely necessary.

1.41.5 **Notification of Award:** The Purchaser will notify the successful bidder in writing by registered letter/speed post or fax or e-mail that the bid has been accepted and a separate purchase order shall follow through post.

1.41.6 Until a formal contract/purchase order is prepared and executed, the notification of award should constitute a binding contract.

Security Deposit:

- 1.41.7 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish Security Deposit for 10% of the contract/order value by way of Bank Guarantee valid till final acceptance of the material.
- 1.41.8 In case the tenderer is registered with DGS&D, NSIC or MSME's, they can be considered for exemption from Security Deposit to the extent of the monetary limit of such registration, subject to production of proof of valid registration certificate.
- 1.41.9 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.
- 1.41.10 The Security Deposit shall be submitted in Indian Rupees for the offers received for supplies within India and submitted in the currency of the contract in the case of offers received for supply from foreign countries.
- 1.41.11 The Security Deposit shall be in one of the following forms:
- A Bank guarantee issued by SBI/Nationalized Bank or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) located in India for the offers received for supplies within India and in the case of imports a first class international reputed bank with preferably its operating branch in India in the form provided in the bidding documents.
- 1.41.12 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations without levy of any interest.
- 1.41.13 Whenever, the bidder submits the Security Deposit in the form of Bank Guarantee, he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.)/Speed post/Courier an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

(2) GENERAL CONDITIONS OF CONTRACT**2.1 Scope of supply:**

The Goods and related services as specified in the contract/purchase order is/are to be supplied as per the specifications and technical details mentioned in the tender documents.

2.2 Suppliers Responsibilities:

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the Contract/purchase order, and the Delivery and Completion Schedule, as per Clause relating to delivery and document.

2.3 Standards:

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.4 Use of Contract Documents and Information

2.4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document for information enumerated above except for purposes of performing the Contract.

2.4.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.5 Patent Indemnity

2.5.1 The Supplier shall, subject to the Purchasers compliance with Clause 2.5.2 mentioned herein below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorneys fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in India; and
- (b) the sale in any country of the products produced by the Goods.

2.5.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchasers name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.6 Terms of Payment:

2.6.1 10% of all the items (except item sr. no. 32 and 35) under Price Bid (Part-B) will be paid as advance after approval of working drawings (i.e. GA drawing and

Isometric drawing) by IPR and also against submission of Bank Guarantee for an equivalent amount from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) valid till delivery of the entire material covered in the contract/purchase order. This payment will be made only after signing the contract/Purchase order and submission of Security Deposit.

2.6.2 70% against delivery of all the items (except item sr. no. 32 and 35) under Price Bid (Part-B) will be paid on pro-rata basis (i.e. 70% of each item shall be made against delivery of that item); provided all working drawings have been submitted by the contractor. **Note: Pro-rata payment shall be made upto maximum four (4) bills.**

2.6.3 Balance 20% of all the items (except item sr. no. 32 and 35) under Price Bid (Part-B) and 100% of item sr. no. 32 & 35 under Price Bid (Part-B) will be paid after successful testing and commissioning of Cooling Water System; taking over the same by IPR; submission of documents by the contractor as listed in tender; and submission of Performance Bank guarantee for 10% of the order value from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) valid through out the guarantee period mentioned in the contract/purchase order. The **Bank Guarantee** shall cover all liabilities mentioned in General Terms & Conditions.

2.6.5 **Advance payments other than mentioned above will be loaded with interest @ 12% p.a. up to the delivery period quoted for the purpose of comparison of price amongst the bidders.**

2.6.6 Wherever, advance payment is involved, it will be paid only against submission of Bank Guarantee from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank). Bank Guarantees should be furnished as per IPR format.

2.6.7 **Bank Charges:** All bank charges to be borne by the Contractor/Supplier.

2.6.8 No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.

2.7 **Delivery:**

Delivery of the Goods and completion and related services shall be made by the contractor in accordance with the terms specified Purchaser in the contract including additional requirements, if any.

2.7.1 **Extension of delivery period:**

2.7.1.1 Delivery of the Goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser.

2.7.1.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as

practicable after receipt of Supplier's notice, Purchaser shall evaluate the situation and may, at its discretion, extend the Suppliers time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.7.1.3 If the completion of supply of Stores/Goods is delayed due to reasons of Force Majeure such as acts of God, acts of public enemy, acts of Government, fires floods, epidemics, quarantine, restrictions, strikes and freight embargoes, the Contractor shall give notice within 5 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

2.7.2 Delay in completion/Liquidated Damages:

2.7.2.1 If the contractor fails to deliver the Stores/Goods within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages sum 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. 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.

2.7.2.2 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.

2.7.3 Recovery of Sums Due:

2.7.3.1 Wherever any claim for the payment of Liquidated Damages or loss suffered by the Purchaser arises in terms of money out of the contract against the Contractor, the Purchaser shall be entitled to recover such sums from any due payment under the Contract. In the event of this amount being insufficient, then the amount of damages or loss shall be recoverable from the payment that may become due to the contractor from this Contract or any other Contract with the Purchaser. Should this sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor shall pay to the Purchaser on demand, amount due. Similarly if the Purchaser had made any claim against the contractor under this contract or any other contract with the Purchaser, the payment of all sums payable under the Contract to the Contractor shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the Contractor, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment the Purchaser shall be free to recover his claims from the contractor as per the terms of this contract.

2.7.3.2 All demurrage, wharf age and allied expenses incurred by the Purchaser, if any, due to delayed clearance of Stores in view of non receipt, incomplete or

delayed receipt of documents by the Purchaser, shall be recovered from the payment due to the Contractor.

2.8 BAR/PERT Chart:

To be provided as per the requirement of Purchaser.

2.9 Subcontracts:

The Contractor shall not subcontract, awarded under this Contract/purchase order if not already specified in the tender document.

2.10 Assignment:

The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.11 Termination for Default

2.11.1 The Purchaser may upon written notice of default to Contractor terminate the contract in whole or in part in circumstances detailed hereunder:

- (a) If in the judgment of the Purchaser the Contractor fails to make delivery of Stores/Goods within the time specified in the Contract Agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- (b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this contract.

2.11.2 In the event the Purchaser terminates the contract in whole or in part as provided in clause No.2.11.1 hereinabove, the Purchaser terminates the right to Purchase upon such terms and in such a manner as he may deem appropriate stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and / or for liquidated damages for delay as defined in clause No.2.7.2 above until such reasonable time as may be required for the final supply of stores.

2.11.3 If the contract is terminated as provided in clause No.2.11.1, the Purchaser in addition to any other rights provided in the Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser.

- (a) Any completed Stores
- (b) Such partially completed Stores, drawing information and contract rights there in after called manufacturing material as the Contractor has specifically produced or acquired for the performance of the contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed Stores delivered to and accepted by the Purchaser and for manufacturing materials delivered and accepted.

2.11.4 In the event the Purchaser does not terminate the Contract as provided in Clause No. 2.11.1 the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delay as set out in Clause 2.7.2 until the Stores are accepted.

2.12 Replacement:

If the Stores/Goods or any portion thereof is damaged or lost during transit, the purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the stores.

2.13 Rejection:

In the event that any of the Stores/Goods supplied by the Contractor is found defective in material or workmanship otherwise not in conformity with the requirements of the Contract specification, the purchaser shall either reject the Stores/Goods or request the Contractor, in writing to rectify the same. The Contractor, on receipt of such notification shall either rectify or replace the defective Stores/Goods free of cost to the Purchaser.

If the Contractor fails to do so, the purchaser may at his option either:

- (a) replace or rectify such defective Stores/Goods and recover the extra cost so involved from the Contractor or
- (b) terminate the Contract for default as provided under Clause No.2.11 and its sub-clauses above
- (c) acquire the defective Stores/Goods at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the purchaser's rights under Clause No. 2.14.

2.14 Guarantee/Warranty & Replacement:

- (a) The Contractor shall guarantee the stores/goods supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) The Stores/material/goods/equipment offered by the bidder should be guaranteed for a minimum period of twelve months from the date of acceptance, against defective materials, design, workmanship, operation or manufacture. If any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 12 months from the date of acceptance thereof.
- (c) Should Contractor fails to rectify, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective Stores.
- (d) The decision of the purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of twelve months after the acceptance of the stores or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (e) To fulfill guarantee/warranty conditions outlined in Clause 2.14 (a) to (c) above, the Contractor shall furnish a Bank Guarantee as per IPR format from a nationalized/scheduled Bank for an amount equivalent to 10% of the value of the Contract. The Bank Guarantee shall be valid through

out the guarantee/warranty period. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

- (f) All the replacement Stores/Goods shall also be guaranteed for a period of 12 months from the date of arrival of Stores/Goods at Purchaser's site.

2.15 Contractor's Liability for Defective Stores:

2.15.2 The Purchaser may accept the Stores, if it is complete in all respects or alternatively accept the same on such terms as may be considered appropriate. If the Stores, after the acceptance thereof is discovered to have defects, latent or otherwise, notwithstanding that such defects could have been discovered at the time of inspection, or any defects therein are found to have developed during the Guarantee Period while under proper use of subsequently it is found that Stores failed to fulfill the requirements or Particulars of the Contract or developed defects after erection / put into use within a period of 12 (twelve) months from the date of acceptance, the Purchaser shall be entitled to give a notice to the Contractor within 12 months from the date of acceptance of stores setting forth details of such defects or failure and Contractor shall forthwith make the defective Stores good or alter the same to make it comply with the requirements of the Contract at his own cost. Further, if in the opinion of the Purchaser, defects are of such a nature that the same cannot be made good or repaired without impairing the efficiency or workability of the Stores or if in the opinion of the Purchaser, such opinion being final, the Stores cannot be repaired or altered to make it comply with the requirements of the Contract, the Contractor shall remove and replace the same with a Stores confirming in all respects to the stipulated specifications at the Contractor's own cost. If the Contractor fails to make the desired repairs/ replacement within reasonable time then such repairs/replacement at the cost of the Contractor shall be carried out by the Purchaser, with Stores of the same Particulars or when the stores conforming to the stipulated particulars are not in opinion of the Purchaser readily procurable, such opinion being final, then the nearest available substitute thereof.

2.15.3 Should the Contractor fails to comply within a reasonable time of issue of notice, the Purchaser may reject at the cost of the Contractor, the whole or any part of the Stores as the case may be, which is defective or fails to fulfill the requirements of the Contract and make the desired repairs/replacement as stipulated above.

2.15.4 In the event of such rejection the Purchaser shall be entitled to use the Stores in a reasonable and proper manner for such time as sufficient to enable the Purchaser to obtain replacement, as hereinbefore provided.

2.16 The Contractor/Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores/material/goods/equipment for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.

2.17 Amendments:

Any amendment to the Contract which may be necessary will be a result of a mutual agreement between the Parties. It will be established within a reasonable time in the form of an amendment to the Contract, to be signed by both the Parties.

2.18 Force Majeure:

Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Purchaser, as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:-

- (i) Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.
- (ii) Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
- (iii) Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in Contractor's works.
- (iv) Provided that Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after contractors performance of his obligations has been delayed for other cause. However, the Contractor is not entitled to increase in statutory levies that have come into force during the extended delivery period.

2.19 Exercising the Rights and Powers of the Purchaser:

All the rights, discretion and powers of the Purchaser under the Contract shall be exercised by the Purchaser through written communications which shall be given by the Director or other officers authorized by him for and on behalf of the Purchaser.

2.20 Jurisdiction: The contract/Purchase order shall be governed by the Laws of India for the time being in force. The Courts of Ahmedabad only shall have jurisdiction to deal with and decide any legal or dispute arising out of this contract.

2.21 Settlement of disputes:

2.21.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.21.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in

accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

2.21.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Arbitrators one each nominated by the Purchaser and Contractor from their respective organizations. In case the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor and whose decision will be final and binding on both the parties.

2.21.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.21.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any due to the Supplier.

2.22 **Permits and Licenses:** The Contractor shall secure and pay for all permits and licence which he may require to comply with in respect of all laws, ordinances and regulations of the Government or Public Authorities in connection with the performance of his obligations under the Contract. The successful contractor shall be responsible for all damages and shall indemnify and save the Purchaser harmless from and against all claims for damages and liability which may arise due to his failure to comply with what is stated above.

2.23 **Training:** The successful tenderer shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering or technical personnel 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. If demanded by the Purchaser, such training shall be conducted at Purchaser's site by the Contractor free of charge. The duration of training shall be mutually decided upon by the Purchaser and the Contractor.

2.24 **Operation/Instruction Manual:** Where operation/instruction manual is essential to enable the Purchaser to put the Stores to proper use, the Contractor shall furnish such operation/instruction manual along with the Stores in duplicate or the quantity required by the Purchaser.

2.25 **Test Certificate:** Wherever required, test certificates should be sent along with the despatch documents.

2.26 **Indemnity:** The Contractor shall warrant and be deemed to have warranted that all stores supplied against this contract are free and clean of infringement

of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent. Registration of design or Trade Mark and shall all risk of accidents of damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract.

2.27 **Counter terms and conditions of Suppliers:** Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained.

2.28 **Erection of plant & Machinery:**

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

2.28.2 Whether erection of a plant or machinery is the responsibility of the contractor as per the terms of the contract and in case the contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The contractor shall, however, not be entitled to any gain due to such an action by the Purchaser.

2.28.3 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, which at present is 20% on the installation and commissioning charges.

2.28.4 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 and commissioning and testing at site, such electricity shall be supplied free to the Contractor.

2.29 **Free Issue Material (FIM) (If specified in the tender documents):**

2.29.1 Wherever contracts envisage supply of Free Issue Material (FIM) by the Purchaser to the contractor, 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.

- **Risk to be covered:** Any loss or damage to the Purchaser's material 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.
- **Insured by:** (Name of the Contractor)
- **Beneficiary:** Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar-382428.
- **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 FIM 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 FIM from whatever cause arising whilst the said materials remain in their possession/custody or control. The FIM shall be inspected periodically at regular intervals by the Purchaser for ensuring safe preservation and storage. The contractor shall also not mix up the FIM 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 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 FIM lost/damaged and the claim settled to the Purchaser by the insurance company. The decision of the Director, Institute for Plasma Research, as to whether the Contractor has caused any loss, destruction, damage or deterioration of the FIM 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.

- 2.30 **Governing Language:** The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents

pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

- 2.31 **Applicable Law:** The Contractor shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in the Contract.
- 2.32 **Taxes and Duties:**
- 2.32.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- 2.32.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- 2.32.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 2.32.4 All payments due under the contract shall be paid after deduction of statutory levies (at source)(like ESIC, WCT, IT, etc.) wherever applicable.
- 2.32.5 **Excise Duty:** If the supply is within India, this institute is exempted from payment of Excise Duty as per notification No.10/97 Central Excise, dated 1st March, 1997 as amended by notification no. 16/2007 - Central Excise dtd. 1.03.2007.
- 2.32.6 **Customs Duty:** If the supply is from abroad this institute is permitted to import goods as per notification No.51/97 as amended by notification No.24/007 Customs dated 01.03.2007.
- 2.32.7 We do not issue C/D form.
- 2.33 Late/delayed tenders will not be accepted. Incomplete tenders may be rejected at the discretion of IPR.
- 2.35 **IPR is not bound to accept the lowest tender. IPR reserves the right to select any vendor at its sole discretion.**
- 2.36 **Result of the tenders:** Unsuccessful tenderers will not be informed of the result of their tenders.
- 2.37 The Director, IPR reserves the right to accept or reject any quotation/tenders fully or partly without assigning any reason.
- 2.38 IPR reserves the right to place order on a single party or to split the order at its sole discretion.

ADDITIONAL TERMS & CONDITIONS**COMPLIANCE WITH VARIOUS ACTS :**

- The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time including :
 - ⇒ Contract Labour (Regulation and Abolition) Act
 - ⇒ Minimum Wages Act
 - ⇒ Payment of Wages Act
 - ⇒ Employees Provident Fund Act
 - ⇒ ESI/Workmen's Compensation Act
 - ⇒ Bonus Act
 - ⇒ Fatal Accident Act
 - ⇒ Gratuity Act
 - ⇒ Any other act, as applicable from time to time
- Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility and be borne by the contractor.
- All the relevant records / documents / registers / correspondances / receipts etc., for the above may be produced for verification whenever desired by the Institute.
- The tender if awarded, the contractor will have to provide the necessary manpower only after getting the police verification done of each of the individuals.
- The contractor shall be responsible for lapses committed or omitted either inside or outside the premises by the persons deployed by the contractor in the campus.
- The contractor shall not assign or sublet, transfer or sub-contract the job awarded to them in favour of any other contractor or agency.
- There shall be no employee or employer relationship between the persons deployed by the contractor and the Institute as the essence of the contract shall be hiring the services which constitute expertise, security functions, enquiries/surveys and monitoring of security functions and not that of the persons.
- Within 15 days of the award of the contract, the contractor will be required to register themselves as the contractor with the concerned authorities and shall produce one copy of the license to the Chief Administrator Officer.
- The contractor shall be fully responsible for all disputes, issues, claims & matters related to employment, non-employment & terms of employment as far as employees engaged by him are concerned. The contractor shall indemnify IPR for all appointment of his personnel under him and that they shall have no claim for permanent employment at IPR.

- There shall not be any privity of contract between the Institute on one side & employees engaged by the contractor on the other side and the contractor alone should be responsible for all matters arising out of employees engaged by him. There would be no direct control / supervision of the Institute on the employees of the contractor.
- The work should be carried out as per the instructions of Officer in charge. The contractor shall be required to ensure maintenance of Institute's decorum himself and by all the persons deployed by him.
- In case the contractor abruptly stops the work with/without sufficient notice, the Institute may decide to terminate the contract forthwith and will make immediate alternative arrangements. In such case, the Contractor shall be liable for making good the additional expenditure that may be incurred by the Institute for making alternative arrangements, till appropriate arrangements are made through calling the quotations, besides forfeiture of security deposit.
- The contractor shall ensure that all the persons deployed by him are free from all communicable contagious infectious and other diseases and the contractor shall have them medically examined in case of any illness at his own cost. IPR also reserves the right to direct the contractor to get his persons medically examined by a physician approved by IPR at the sole expense of contractor. If in the opinion of the IPR any person deployed by the contractor is found to be suffering from any such communicable diseases or if any of the persons of the contractor is found to commit any misconduct or misbehaves, IPR may restrain such person from entering the premises and the contractor will have to replace him by a suitable person.
- The contractor shall be responsible for the persons deployed by him observing all safety rules from time to time. In case, IPR suffers any loss etc. of whatever nature from the persons deployed by you not following the safety regulations/instructions, the contractor shall be liable to make good all such losses as may be right to recover all such losses etc. from the security deposit and/or dues payable by IPR to the contractor besides other remedies open to IPR.
- The contractor shall maintain a fully equipped medical first aid box, which should be easily available to the persons deployed by him. In case of accident or death of any personnel deployed by the contractor while on duty it shall be the sole liability of the contractor.
- The contractor would be required to arrange the screening/scrutiny of personnel, which he intends to deploy at this Institute, on the date/time convenient to us before final selection is done. The contractor would be required to submit the Police verification certificate of all the personnel to be engaged for security work at any of the premises of the Institute.
- The contractor will be required to submit a copy of bio-data with the permanent address, one passport size photograph in respect of each of the security personnel to be deployed by him at the Institute.
- In the event of having found that the contractor or his personnel have contributed to a theft by deliberately convincing or by themselves taking part in

such an activity, the Director, IPR reserves the right to forfeit the security deposit and terminate the contract immediately.

- The contractor will be required to provide identity cards to his security personnel under applicable labour laws.
- **DAMAGES FOR LOSS/DESTRUCTION / THEFT & PILFERAGE:**
It shall be the duty of the contractor to ensure that no property, assets, instruments, machineries of the Institute are damaged, destroyed, pilfered or taken away by any person. In case, any such damage, destruction, loss, theft or pilferage arises due to negligence/lapse on the part of the persons deployed by the contractor, the contractor shall be fully accountable, responsible and liable for making good the loss.

CONFIRMATION LETTER FROM BIDDER:

Bidder will attach a confirmation letter (draft given below) with Part-A of the bid.

“This is to confirm that we have studied all documents and specifications of Tender notice for “Supply, fabrication, installation, testing and commissioning of Cooling Water System for LLMHD and EHCL including SS/MS piping, pumps, valves, cooling tower, PHE, mixed bed polishing unit, SS tank, instrumentations etc.” (Tender No.IPR/TN/PUR/TPT/10/16-17 dated 08/09/2016). We also hereby confirm that our Price Bid is in-line with the terms and conditions, management specifications and technical specifications given in this tender.”

Place:

Signature

Date:

Name:

Name of the bidder:

Official Seal:

Note: A copy of the terms and conditions {Part-A(ii)} duly signed should accompany your quotation.