

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-FP-01.V4

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

1. The tenderer should submit quotations in duplicate in sealed envelope superscribing the Tender No. and due date of opening. Quotation should be submitted in the form of a Proforma Invoice and should complete in all respects with technical specifications.

Note for Indian Agents:-

- a) **Bidder should submit quotation on behalf of only one foreign supplier. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.**
- b) **If Indian Agents are submitting the quotation on behalf of their Principal they should furnish the following documents.**
 - a. **Copy of Latest and Valid Authorization Certificate issued by their Principal.**
 - b. **Copy of Proforma Invoice submitted by their Principal.**

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. The Proforma Invoice should contain the following information.
 - 1.11 The FOB value and the CIF value for import by Air Freight upto Ahmedabad should be separately indicated.
 - 1.12 Agency Commission, if any payable to the Indian Agents from the FOB value should be clearly indicated in terms of percentage of the same. Also the address of the accredited Indian Agents should be furnished so that the agency commission can be paid in Indian Rupees directly to them at the exchange rate prevailing on the date of purchase order.
 - 1.13 The earliest delivery period and country of goods / equipment and Country of shipment should be mentioned.
 - 1.14 Your banker's name and address should be mentioned. All bank charges outside India to be borne by the supplier.
 - 1.15 The approximate net and gross weight and dimension of packages / cases may be indicated in your offer.

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- 1.16 Recommended spares for satisfactory operation for a minimum period of one year (wherever applicable) may be mentioned.
- 1.17 Details of any technical services, if required for erection, assembly, commissioning and demonstration should be mentioned clearly.
3. The FOB and CIF prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. The offer should be valid for a minimum period of 120 days from the date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. 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. IPR is not bound to accept lowest rate/s. IPR reserves the right to place on one or more parties.
7. The Director, IPR reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reason.
8. The details of Import License will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instruction / Operation manual containing all assembly details including wire diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English /Hindi Languages only.
11. Please note that this enquiry is not a commitment and the Purchaser reserves the right to reject or cancel any or all offers.
12. Contractor should indicate clearly in the quotation whether the Bidder needs Export License for supply of the offered items. Furnish relevant documents / format to be submitted by the Purchaser, if Export License is involved.
13. **Custom Duty:** As per Notification No. 51/96 - CUSTOMS dated 23/07/1996 as Amended by Notification No. 93/96 - CUSTOMS dated 11/12/1996 (GE21A) and subsequent amendment, IPR is entitled to avail Customs Duty exemption wherever applicable, so please do not include customs duty in your offer/quotation.
14. **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.**

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15. **Security Deposit :** The Contractor shall at the option of the Purchaser, furnish an interest free Security Deposit for 10% of the contract value within 15 days from the date of Letter of Intent/contract/Purchase Order by way of Bank Guarantee for an equivalent amount.
16. **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) by way of Bank Guarantee for an equivalent amount.
17. **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
18. Advance payment, if any, will be made as per the Reserve Bank of India's stipulations and on receipt of Bank Guarantee from the contractor from a Bank acceptable to Purchaser / Purchaser Banker's.

TERMS AND CONDITIONS

1. It is expressly agreed that the acceptance of the stores contracted for is subject to final approval in writing by the purchaser whose decision shall be final.
2. If all or any of the stores are not of the quality specified, they may be rejected and supplier should either replace or refund the money at the discretion of the purchaser.
3. Part shipment is not allowed unless specifically agreed by the purchaser. As far as possible, stores should be despatched by Indian flag vessels. Air India or through any Agency nominated by the purchaser.
4. Adequate packing to prevent damage in transit should be provided keeping in view the nature of item and the mode of transport. If Packing Materials are of any kind of Plant Origin, Phytosanitary Certificate issued by an Authorised Officer at the Country of Origin of the consignment in the format prescribed under the International Plant Protection Convention of the Food and Agricultural Organization shall be sent along with the shipping documents. This is a mandatory requirement under Law enacted by The Govt. Of India. Deviation from this may result in holding of the consignment at customs causing delays which will be the sole responsibility of supplier
5. The contractor will be held responsible for any demurrage / Wharfage paid due to non-receipt of documents in time. Non-negotiable copy of despatch documents should be sent by Air Mail / Courier immediately after shipment. Original should be negotiated through Bank soon after the despatch but not later than three days, reckoned from the date of despatch of the goods.
6. IPR being an Aided Institute of Department of Atomic Energy, Government of India, and preference will be given for payment by sight Draft. However, you may indicate your payment terms.
7. Insurance Wherever necessary will have to be arranged by the supplier on Warehouse to warehouse basis.
8. Inspection / Test certificate should be provided for the goods after testing it thoroughly at your works, if any inspection by Llyods or any testing agency is considered necessary, it shall be arranged by the contractor.
9. The stores contracted should be guaranteed for a minimum period of 12 months from the date of Acceptance against defective materials, design of manufacture. For defects noticed during the guarantee period, replacement / rectification should be arranged free of cost within reasonable period of such notification. However permits for re-export from and re-import into the purchaser's country, if required shall be provided.
To fulfil the above guarantee condition, the contractor shall at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the contract along with the first shipment documents. On the performance and completion of the contract in all respects, the bank guarantee will be returned to the contractor without any interest.

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10. Where erection or assembly or commissioning is a part of the contract, it should be done immediately on notification. The Contractor shall be responsible for any loss / damages sustained due to delay in fulfilling this responsibility.
11. The time of delivery shall be the essence of the contract and should be adhered to, strictly.
12. Contractor is deemed to have warranted and indemnified the purchaser against any Claim / dispute whatsoever on patent trade mark etc.
13. All disputes of differences whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of contract arising out of this tender of the breach thereof shall be settled by arbitration in accordance with the Arbitration Rules of India and the award made in pursuance thereof shall be binding on the parties.
14. For items having shelf life, those with maximum shelf life should be supplied, if order is placed.
15. **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.
16. PLEASE DO NOT SEND CONSIGNMENT / PARCEL THROUGH COURIER MODE.

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)