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SECTION - II

	प्लाज़्मा अनुसंधान संस्थान	
	Institute for Plasma Research	
	भाट, निकट इन्दिरा पुल, गांधीनगर - ३८२ ४२८ (भारत) Bhat, Near Indira Bridge, Gandhinagar 382 428, Gujarat (India)	
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GENERAL AND COMMERCIAL DETAILS

1. **SERVICE :**

The Service includes Operation and Maintenance and must be provided strictly conforming to our scope defined in the tender documents.

2. **PRICES AND RATES:**

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 Work Order/contract. Break-up of price, wherever required, should be furnished.

Prices are 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.

Whenever 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.

IPR shall be under no obligation to accept the lowest or any tender.

Rates must be submitted in the Rate Schedule in Section – V.

3. **GOODS AND SERVICE TAX**

- 3.1 GOODS AND SERVICE TAX where legally leviable as per relevant HSN code will be admitted and reimbursed at the rate applicable during the entire tenure of contract.
- 3.2 GOODS AND SERVICE TAX intended to be claimed should be distinctly shown separately along with the price quoted. Where this is not done, no claim for GOODS AND SERVICE TAX will be admitted at any later stage and on any ground whatsoever.
- 3.3 The Purchaser is entitled for assessment of GST at the Concessional rate as per Notifications issued by the Government, as amended from time to time, in respect of purchases made for the Research and Development applications under the Department of Atomic Energy and other R&D units.
- 3.4 **GST for R&D Unit:** Goods and Service Tax (GST) wherever applicable will be paid extra at actual during the tenure of Contract stipulated in the Contract, if awarded. In terms of notifications issued by the Central Government and State Governments, R&D units of Department of Atomic Energy are entitled for IGST @ 5% or CGST @ 2.5% and SGST @ 2.5% as applicable for stores covered under the Purchase Order.
- 3.5 **GST for Services:** As applicable. Specify the SAC codes wherever services are involved.

4. DEDUCTION OF TAX AT SOURCE (TDS)

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

4.1 In case of Indigenous Vendors (Indian Suppliers who provide indigenous products and services, Indian subsidiaries with permanent establishment in India who supply imported goods and services and paid in Indian currency only): Tax deducted at source will be applicable under Section 194-C for carrying out any work (including supply of labour for carrying out any work) in pursuance of contract as per Income Tax Act 1961. In case of technical or professional services, TDS will be applicable as per under Section 194-J of Income Tax Act 1961.

Important Note:

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

5. COMPLIANCE WITH VARIOUS ACTS:

5.1 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
- ∅ Private Security Agencies (Regulation) Act 2005.
- ∅ Any other act, as applicable from time to time
- ∅ Police Verification

Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility of the contractor and the liability to be borne by the contractor.

5.2 All the relevant records / documents / registers /correspondances / récits etc. for the above may be produced for verification whenever desired by the Institute, kept ready for the official inspection.

5.3 The contractor shall have to strictly pay minimum wages as notified by the Asst. Labour Commissioner (Central) for Zone C i.e. remaining area of Gujarat, from time to time to his personnel. The payment of wages to the persons employed by the Contractor may be witnessed by an accredited representative of the Institute.

5.4 The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and contract labour (Regulation and abolition central rules 1971) before the commencement of work and continue to have valid license during the currency of the contract if more than 20 workmen are engaged.

1. The contractor shall comply with the provision of payment of wages Act 1936, minimum wages Act 1948, employees liability Act 1938, Workmen's compensation Act 1923, Industrial disputes Act 1947, maternity benefit Act 1961 and the contractor labour (Regulation & Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

6. **EARNEST MONEY DEPOSIT (EMD):**

The Bidder shall submit interest free Earnest Money Deposit (EMD) of Rs. 3,60,000.00 (Rupees Three Lakhs Sixty Thousand Only) by way of Demand Draft issued in favour of "Institute for Plasma Research" and payable at Gandhinagar . Copy of Demand Draft to be uploaded with the quotation, Original DD should be sent to Institute on or before the specified tender closing date and time.

7. **VALIDITY / TENURE OF CONTRACT :**

- a. This contract will be valid for a period of **02 years** from the date of commencement of the contract.
- b. If IPR is not satisfied, in the event of award of contract, with the performance of the contractor during the period of contract, IPR reserves the right to terminate the contract by giving 3 months' notice to the successful tenderer. The contractor shall be required to hand over the Plant and Equipments in satisfactory working condition to IPR which will have to be certified by the Engineer Incharge of this work, IPR.
- c. Validity of the contract shall normally come to an end on the last day of its validity period / extended period of validity. Therefore, IPR is not bound to issue separate letter to the successful contractor-indicating expiry of the Contract. The Contractor must be ready for handing over the Plant and Equipments in satisfactory working condition to the incoming contractor vide Clause 11 given here below.
- d. Validity of the contract may be further extended for another one year or less than one year with mutual consent of IPR and successful bidder on the same rate and terms and conditions of the second year of the contract.

8. **TERMINATION OF CONTRACT**

If the performance of the Contractor on award of the contract is not found satisfactory during the period of validity or extended period of validity of the Contract, IPR reserves the right to terminate the contract by issuing three months' notice to the contractor.

If reason for termination is serious and keeping the contractor is detrimental to the interest of the institute the contract may be terminated with immediate effect.

9. **PAYMENT**

- a. The payment for the completed work shall be made through running account bills payable monthly . The contractor shall submit his monthly bills along with service report duly signed by the Engineer In-charge. The monthly bills should be submitted immediately after completion of each month. IPR will make payment to contractor within 30 days from the date of submission of bill and service Report.
- b. Payment for the last bill as well as release of Security Deposit will be subject to fulfillment of all the terms and conditions of the contract to the entire satisfaction of IPR. IPR reserves the

right to hold the last payment and Security Deposit till the successful tenderer completes the pending job if any, to the entire satisfaction of IPR, including satisfactory handing over of the switch yard and the equipment to the incoming contractor. However, the successful tenderer's payment will be withheld if the successful tenderer fails to hand-over the plants as they were at the time of taking over, considering normal wear and tear of plants during the course of operational period.

- c. All the spares/consumables procured and used by the successful tenderer shall be original/genuine and new. IPR reserves the right to ask the successful contractor to use only original/genuine and new spares/consumables. However, before going to use ,the successful contractor should furnish necessary delivery Challans to the IPR. The decision of designated Engineer/ Division Head –of respective Section in the respect of spares/consumables will be binding on the successful contractor.
- d. If the work carried out by the successful tenderer is not satisfactory, IPR shall hold such bills till satisfactory services are provided.
- e. Any amount due from the successful tenderer to IPR will be recovered from his monthly bill.

10. **PENALTY :**

In case of lapses, failures, repeated failures or lacunas noticed on the part of the Contractor, the Engineer In-charge or Authorized Officer shall have the right to impose fine(s)/penalty(s) as per the seriousness of the lapse, which shall be binding on the Contractor. While all contractual conditions will be strictly enforced, penalties will be imposed for deficiencies in service as below.

Sr. No.	Deficiencies in services	Penalty Amount
1.	If the contractor fails to comply with any of the terms and conditions of the contract	Rs.1000/- per occasion in addition to recovery of any loss arising out of such losses.
2.	In case the persons deployed by the contractor are found to be negligent, lethargic during the performance of their duty at any point of time.	Rs. 1000/- per case per day
3.	For any violation, short-comings, acts and omissions of the contractor or his deployed personnel, violation of safety code, which would affect the quality of services & decorum of the Institute.	Rs. 1000/- per day per case
4.	In case contractor fails to deploy required manpower as per the tender requirements	Rs. 2000/- per day per Person.
5.	Failure to complete the repair and replacement work	Rs. 1000/- per day if repair/replacement work not as per stipulated time frame mentioned in this tender.
6.	Chewing of Gutkha/Tobacco or smoking	Rs. 500/- per case per day

Note:

- It is to be noted that **any damage occurs due to faulty operation or maintenance of the contractor** in the sub-station, the contractor has to carry out necessary repair with the supply of parts, consumables within minimum possible downtime and make the same functional. If they are found not repairable, then the same needs to be replaced **with new one without any extra cost**. This will be applicable to all equipment, instruments and controls covered in the scope of contractor as well as those equipment, instruments and controls which are part of the plant but not covered in the scope of contractor.

11. HANDING OVER AND TAKING OVER OF EQUIPMENTS :

The tenderer shall be responsible to hand over the plant, machinery and equipment so taken over to the incoming contractor at the time of expiry of the contract. Payment for the last bill as well as release of Security Deposit will be subject to fulfilment of satisfactory handing over and complying with all the terms and conditions of the contract to the entire satisfaction of IPR. IPR reserves the right to hold the last payment and Security Deposit till the tenderer if awarded the contract completes the pending job if any, to the entire satisfaction of IPR, at the expiry of the tenure of the contract, including satisfactory handing over of the plant to the incoming contractor.

12. SECURITY DEPOSIT :

The successful contractor will have to furnish to the Institute an interest free security deposit of 10% (Ten percent) of the accepted average Annual contract value in the form of Bank Guarantee from a nationalised/scheduled Bank within 15 days from the date of LOI/Work Order valid through the tenure of entire contract. The Security deposit shall be forfeited in case the tenderer who is awarded the contractor does not commence the work within the time limit specified or fails to perform within the stipulated guidelines of the institute or fail to comply with any of the terms and conditions in the Work Order/contract, including satisfactory handing over of the plant to the new contractor.

13. SECURITY:

The contractor shall follow all security rules as may be framed by IPR from time to time regarding removal of material from site, issue of identity cards, control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measure imposed by the Engineer-In-Charge or his duly authorized representative from time to time.

The Contractors' personnel shall not disclose any information or drawings furnished to him by IPR. Any drawings, records and other information's prepared by the contractor or by IPR or jointly by both for the execution of the works shall not be disclosed without the prior approval of the engineer. No photograph of the substation or any other place within the premises of IPR shall be taken without the prior approval of the Engineer-In-Charge.

14. COVID-19 PRECAUTIONS :

The following precautions should be taken care by contractor while execution of contract.

- 1. All Employees will use the face mask & maintain social distancing.**
- 2. Employees from "Containment Zone" / "Micro containment Zone" are not allowed.**
- 3. Everyday temperature of all Employees will be measured at the main gate and will be allowed if they are in the permissible limit.**
- 4. Record of Employees i.e. name, area etc. to be kept for record by Contractor.**

15. Force Majeure :

During the period of Force Majeure, service may be delayed and can be taken after conditions normalize if required. IPR is not liable to pay for Force Majeure duration if service is not rendered by the vendor. Payment for Force Majeure duration will be subjected to terms and conditions decided by IPR authorities.

16. PAYMENT TO WORKMEN:

The Contractor shall strictly comply with all provision of labour laws given in General Conditions of the contract.

The contractor shall strictly follow all provisions of Minimum Wages Act (s) (central or state *whichever is more advantageous to workers*), contract labour (regulation & abolition) act or any other act(s) applicable to workers in this area. The contractor shall have to strictly pay minimum wages to his personnel as notified by the Asst. Labour Commissioner (Central) as applicable from time to time. The payment of wages to the persons deployed by the Contractor may be witnessed by an accredited representative of the Institute.

The contractor must obtain valid license under the Contract Labour (R & A) Act 1970 and Contract Labour (Regulation and abolition central rules 1971) before the commencement of work and continue to have valid license during the currency of the contract.

If minimum wages increases during the contract period the difference (new minimum rate - old minimum rate shall also be payable by contractor).

The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to all workmen. All Government / Institutes' notification procedure issued in this regard shall be applicable to this contract.

The contractor shall comply with the provision of payment of wages Act 1936, minimum wages Act 1948, employees liability Act 1938, Workmen's compensation Act 1923, Industrial disputes Act 1947, maternity benefit Act 1961 and the contractor labour (Regulation & Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

17. LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC

The contractor shall immediately on award of work take out at his own cost a "Workmans' Insurance Policy" to a value equivalent to work order value. All policies taken by the contractor are to be in the join names of the Institute and the contractor & the contractor is required to deposit the policies in original with the Authorised Authority. The contractor must have a third party insurance and insurance for workman compensation. The policy should include holidays also.

The first bill will be processed only after receipt of confirmation and documentary evidence of the policy enforced. The second bill will be processed only after due verification of the original insurance policy otherwise the second bill will be returned for compliance of the insurance clause.

In case there is a failure of keeping the insurance policy in force the contract will be terminated without giving any notice to the contractor. In this case the contractor shall be liable for the consequential losses that IPR will be subjected to.

If the policy was not in force for the intervening period the contractor shall be required to renew it without any delay and he shall be liable for consequential losses for not renewing it in time.

18. HOUSE KEEPING:

The contractor shall keep his work spot, site office and surroundings neat, clean and tidy. It should be free from dust, rubbish, scrap, surplus materials and unwanted tools and equipment. All scaffolding and temporary structure including the tools and equipment shall be removed as soon as the job for which they are intended are completed. All equipment and material to be taken inside the plant building shall be cleaned thoroughly before taking them inside. The contractor

shall employ adequate housekeeping staff for above purpose. The Engineer-in-charge has right to stop the work, if the contractor fails to improve upon the house keeping after having been notified.

All the control rooms/operator room/relay room shall be maintained clean and free from dust, rubbish, scrap, surplus materials and unwanted tools and equipment.

All the unwanted/scrap materials are to be shifted at the assigned/specified area/scrap yard after consulting with Engineer In-charge.

19. **SUB CONTRACT :**

The tenderer if awarded the contract shall not sub contract any portion in any phase of the work covered in the tender document without prior written approval of IPR. The decision of the IPR to accept or reject the request of the contractor to subcontract the scope of work in full or part thereof shall be final and based on the submission of credentials of proposed sub-contractor. Subcontract shall be permitted only if the sub-contractor is an authorized service provider, have servicing facility in Ahmedabad / Gandhinagar. If Sub-contractor is not fulfilling any of the terms and conditions of this tender document, the original contractor will be held responsible for the same.

20. **JURISDICTION :**

1. The Contract shall be considered as having come into force from the date of acceptance of the Work Order.
2. The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction where this contract is signed shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Contract.

21. **DISPUTES :**

- a. Otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Contractor and IPR subject to a written appeal by the Contractor to IPR.
- b. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
- c. If amicable settlement cannot be reached then the disputed issues shall be settled by arbitration.

22. **ARBITRATION:**

Except where otherwise provided for in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before contained in this Contract or as to the quality of the workmanship or materials used on the work or arising out of the terms and conditions of the Contract whether during the progress of the work or after the completion or abandonment thereof, at the request of the aggrieved party in writing, shall be referred to the sole arbitration of the person nominated and appointed by the competent authority of the Institute in respect of the contracts entered for and on behalf of the Institute, by any Officer/Authority of the Institute.

The parties of the Contract agree that it will be no objection to any such appointment that the sole arbitrator so appointed is a Institute Employee. The Sole Arbitrator to whom the matter is originally referred being transferred or having vacated his office or being unable to act for any

reason whatsoever, the competent authority of the Institute, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulations and the law of the land. It is also a term of this Contract that no person other than a person appointed by competent authority of the Institute, as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the Contract that the party invoking the arbitration clause shall specify the dispute(s) or difference(s) to be referred to under this Contract together with the amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the Contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 (No.26 of 1996) or any statutory modification or reenactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this Clause.

23. Late / Delayed tenders will not be accepted. Incomplete tenders may be rejected at the discretion of IPR.
24. The quotation must be submitted as per Rate Schedule format as per **Section-V**. Failing to which, the bid may not considered for further evaluation.
25. **IPR is not bound to accept the lowest tender. IPR reserves the right to select any bidder at its sole discretion.**
26. The Director, IPR reserves the right to accept or reject any quotation/tenders fully or partly without assigning any reason.

We agree to the above terms and conditions.

Place:

Date :

Signature of Bidder with seal