

INSTITUTE FOR PLASMA RESEARCH
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TENDER NOTICE DATED 28-10-2010

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	EMD (Rs.)
				Submission of tender	Opening of tender		
1.	IPR/TN/PUR/020/10-11 (TWO PART TENDER)	Design, supply, testing, installation and commissioning of Chopper based Floating output Boosting Power Supply	1 No.	2-12-2010 by 1.00 p.m.	2-12-2010 2.30 p.m.	1000.00	70000.00

Tender document is available on IPR Website : www.ipr.res.in/purchasetenders.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 from any nationalized/scheduled bank drawn in favour of **Institute for Plasma Research** and payable at **Ahmedabad** as per the details given in the tender documents. 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 **26-11-2010**. 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 attend the tender opening.

TENDER NOTICE No.IPR/TN/PUR/020/10-11 DATED 28-10-2010
(TWO PART)

For Design, supply, testing, installation and commissioning of Chopper based floating output 3.5 KA, 1600V (Variable) duration 100 ms, Boosting Power Supply with IGBT switch, DC link capacitors, rectifiers, transformer, bypass diode of 12 KA and control unit et. – 1 No.

NOTE: THIS IS A TWO PART TENDER. KINDLY SUBMIT PART-A (TECHNICAL BID & COMMERCIAL TERMS AND CONDITIONS AND (PART-B) PRICE BID 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 26-11-2010.
4. While requesting for Tender Documents, such request shall indicate **the “REQUEST FOR TENDER DOCUMENTS AGAINST TENDER NOTICE NO.IPR/TN/PUR/020/10-11 DATED 28-10-2010”.**
5. The tender fee of Rs.1000/- (non refundable) should be made in the form of **DEMAND DRAFT from any nationalized/scheduled bank drawn 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 2nd December, 2010. Part-A (Technical Bid along with Tender Fee of Rs.1000/-, commercial terms and conditions and EMD for Rs.70,000/-) received upto 1.00 p.m. on 2-12-2010 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**
 - a. **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.**
 - b. **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:

- (1) The vendor must have experience in manufacturing any one of the following (submit proof):
 - (i) Inverter based (Ac-dc-ac) 750 KW AC Drive
OR
 - (ii) Switching based Power Supply Dc power supply of more than 750 KW or switching current of 2500A.
- (2) Executed orders for any one of the above items in last 5 years with a single value of Rs.50 lakhs and above (Submit copy of purchase orders along with your offer)

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.

Specifications for the 1600 V dc (800 X 2), 3500 A switching power supply – 1 no.

Scope: Design, Supply, testing, of 1 no. Chopper based floating output Boosting power supply to assist the rate of rise in inductive load current for the VF power supply, which shall be series connected with the existing 12 kA / 2000 V rectifier based power supply. Scope includes design fabrication testing and delivery, installation testing and commissioning at IPR.

General Specifications:

This power supply shall be used in series with the existing 12 pulse, 2500 V, 12 KA power supply to assist the fast charging of magnet coils ($L = 20 \text{ mh}$, $R=55$). This will be used to get a ramp rate of 180 A / m sec. (together with existing converter PS of 2000 V). A bypass diode to be used which shall carry final current of 12 kA. this Power supply may operate in the rising phase up to 3500 A , together with existing PS in series. After a suitable time it shall be turned off or remain ON subject to a maximum current of 3500 A and time duration of 100 ms. These load cycle shall repeat once in every 5 minutes.

Power supply shall be built in rectifier transformer (input 11 KV double sec.) , 2 nos./ rectifier diode unit with soft start, capacitor link, switching unit using IGBT/ BJT/--. Fast freewheeling diode, power diode for the full current, necessary protections & control unit and air-cooled enclosure. the schematic for the power supply is given in Fig. 1 &2.

The technical details are as follows.

Rectifier transformer: input 11.2 kv +/- 10% dry type.

Out put: isolated double secondary suitable voltage 580 to 630 to get each 850 V DC at no load or get 800 V at load.(the capacitor may charge to higher voltage during load this voltage may go down). KVA capacity shall be to deliver 1600 V dc at 3500 A, for 0.1 sec. type air cooled subject to minimum of 1000 KVA, % impedance shall be based on 5.5 MVA, Panel enclosed.

Diode rectifier & chopper

Air-cooled module of 3.5 KA /800 V, 2 nos.

Soft starter: Suitable soft Starter

Switching regulator, IGBT two stage chopper (2 X 800 V) , output shall be 0 to 1600 V,

Built in free wheeling diode

Bypass diode 12 KA/ 1 sec. , two unit . PIV 3200 each

Control unit:

Control unit shall monitor all the protections, interlock, over current, over voltage, current regulation, voltage regulation, display unit, programming the gain timing switching over from cc/cv. ON / OFF etc. A suitable 32-bit/16 Bit DSP based controller or equivalent shall be used. Chopping frequency up to 1 kHz.

Testing at factory:

Control check with no load as well as light load.

Each rectifier unit shall be tested., For the full function.

Each chopper unit shall be tested for 0 to 800 V output.

Full current test: In case 11 kv input is not available 415 v shall be applied on input side and dc of 60 V shall be charged and at this voltage 3500 A shall be tested with suitable load. It is preferable to test with 11 kV input.

Test of transformer: transformer shall be tested at work place as per IS 2026

Testing commissioning at site. 11 kv input to be given. Commissioning test shall be done by the party with dummy load / actual load (ipr shall provide) together with existing power supply..

Input: 11 kv input by 11 kv xlpe cable to the power supply shall be in IPR scope. It shall have independent 11 kv Vacuum circuit breaker for the switching. Safety door interlock shall be provided on 11 side of the transformer panel. all the protection shall be connected to 11 kv panel(which is not in bidder supply scope.).

Installations; this power supply shall be installed in ground floor rectifiers room. all the internal wirings to be completed . Ground connection shall be given..

Transport and unloading; transport from the factory to ipr site shall be in supplier scope. and it should be unloaded to a suitable place . The party shall do the mounting and installation. IPR shall provide the space and plinth whole panel shall be mounted on channel frame, which shall be grouted on floor and panel is to be fitted on the frame. It is preferred that the frame shall be delivered prior to the panel. Once panel is unloaded it will directly go to the frame.

Work to be done by IPR: civil work or grouting the base frame on floor, giving 11 kV input by 11 kv XLPE cable from 11 kv switchgear room, and giving 415 / 230 V control supply.

Isolation: since this power supply is for boosting the di/dt, with the existing in series so isolation is to be provided for more than 7 kV.

Guarantee

The power supply shall be guaranteed for the 12 months from the commissioning and acceptance at IPR

Drawing approval:

The party shall submit the drawing before fabrication. The drawing and layout shall be approved by IPR.

Data sheet of the power supply is to be designed and supplied at IPR and the last column to be filled and confirmed by the bidder in a sealed cover at the time of submitting offer.

Sr. no	Descriptions	Ratings as per IPR	Confirmed by vendor
Chopper section			
1	Type	Boosting power supply	
2	Current rating in Amp	3500 A	
3	Time duration for the 3500 A	0.1 sec. ON 5 min off	
4	Lower current rating 1000 A for 1 sec	1000 A, for 1 sec. (Only to satisfy)	
5	Voltage at Full load	1600 V	
6	Open voltage	> 1640 V	
7	Accuracy on current regulation	0.5 % (from 10 % -100 % load)	
8	Cooling	Air cooling	
9	Installation	Indoor	
10	no. Stages	2	
11	Each stage V /I	800 V / 3500 A	
12	Each stage switching device	By chopper IGBT of 1700V	
13	Each stage voltage	0-800 V	
14	Display	Status, current voltage,	
15	Capacitor link	Yes	
16	Current measurement by DCCT	4000 A or 5000 A. of acc. better than 0.5 %	
17	Chopping freq.	Up to 1 k hz.	
18	Controller	32 bit DSP based or equivalent controller with necessary analog / digital in channels.	
	Mode of control	CC or CV with changeover	
19.	Ref. signal to control to 3500 A or 1600 V	0-20 ma or 0 -10 V	
20	Type of load	R=60 M ohm, L=20 mH	
21	FWD	Built in 3500 A	
22	Out put floating	+ Or - 7.0 KV	
FWD full current section			
23	Currents / time	12 kA for 1 sec.	
24	no of section	2 each in one unit	
25	PIV (higher PIV is needed because of reflected voltage)	3200 V each (it is advisable that rectifier and FWD should be similar)	
26	Cooling	Air cooling	

Rectifier section			
27	Current / time	12 kA for 1 sec.	
28	no of section	2 each in one unit	
29	Each voltage	800 V (PIV>3000V)	
30	Total voltage no. of pulses	1600 V/ 12 pulse	
31	Soft starter	Yes in input side	
32	Cooling	Air cooled	
Transformer section			
33	Type / mounting	Dry tope VPI / panel mounting	
34	Input primary	11.2 Kv +/- 10 %	
35	Secondary voltage	580 to 630 V line to line depending on design	
36	Pri connection	Delta	
37	secondary	1 star & 2 delta	
	Insulation primary	28 kv for 1 min	
38	Secondary	7.5 kv for 1 min	
39	Wind / core/make	Copper / crgo / make to be approved by IPR	
40	Rating, KVA	Equivalent rating to above load. Subject to a minimum of 1000 KVA continuous.	
41	Protection	Wing temp, core temp. by temp. scanner of 12 channels, with alarm and trip contact.	
42	Is applicable	Is 2026	
Enclosure/ panel			
43	Each unit shall be fitted in panel.	MS sheet metal	
44	Painting	Powder coating	
45	Limit switches on each doors	Limit switches on each doors	
46	Air inlet for the cooling design (maximum)	47 deg c	
47	Aux power for the control	415 V or 230 Ac	
Testing			
48	3500 A test at lower voltage	3500 A test at lower voltage	
49	1600 V	1600 V at lower current	
50	Isolation test	7.0 KV	
Guarantee			
51	12 months from the date of commissioning and acceptance	12 months from the date of commissioning and acceptance	

	Delivery		
52	9 months from the date of Purchase Order or 7 months from the date of drawing approval	9 months from the date of Purchase Order or 7 months from the date of drawing approval	
	Qualifications to bidder		
53	Order executed for more than 2500 A DC with chopper based	At least one order executed (any one) in last 5 year of value more than 50 lacs.	
54	Ac /dc drive PWM based 750 KW executed		
55	Inverter power supply 750 KW		

Place:

Date:

Signature of Bidder with seal

INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

1. The quotation and any order resulting from this tender/enquiry shall be governed by the terms and conditions mentioned hereunder and supplier quoting this enquiry shall be deemed to have read and understood the same in toto.
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.

3. Tender Fee: Tenders received without the prescribed Tender Fee will be rejected.

4. Clarifications:

Any technical and commercial questions, information, clarifications, etc. that may be required pertaining to this Tender/enquiry may be obtained from the Purchaser before submitting the tender.

- 4.1 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.

5 MANNER AND METHOD FOR SUBMISSION OF TENDERS

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

5.1.1 **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.**

5.1.2 **PART-B (PRICE):** This part should contain only the prices of the stores offered for the services to be rendered.

5.2 **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) 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 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.

5.3 **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.
- 5.4 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.
 - 5.5 Late and delayed quotations will not be considered. IPR will not be responsible for postal delays or any other delays in receipt of quotation. Envelopes received without Tender number, date, due date and short description of item may be rejected. The quoted prices should be firm for a period of 120 days from due date for placing order. IPR is not bound to accept lowest rate/s. IPR reserves the right to place order on one or more parties irrespective of whether he is lowest or not. The scope of supply includes insurance by the Contractor/Supplier.
 6. **Specifications:** Material should be offered strictly conforming to our specifications/drawings. Deviation, if any, should be clearly indicated by the supplier in their quotation. 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.
 7. **Terms of prices:** Quotation should be submitted on door delivery basis without extra charge wherever possible. For quotations on Ex-Works, Ex-godown basis the approximate packing and forwarding charges should be indicated by the supplier. In the case of local suppliers, the material is to be delivered at our stores free of charge. 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.
 - 7.1 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.
 - 7.2 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.
 8. 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.
 9. 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.
 10. **Sales Tax etc.:** We have no "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.

- 10.1 **VAT Registration:** You may submit a copy of VAT Registration certificate along with your quotation (if applicable).
- 10.2. **Service Tax:** Wherever Service tax is applicable, it should be mentioned clearly. You may indicate percentage of Service Tax in your quotation.
- 10.3 **Excise Duty:** As per Notification No.10/97-CE (Central Excise) dated 1-3-1997, the Purchaser is entitled for availing Excise Duty exemption at present. 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.
- 10.4 **Customs Duty:** The purchaser is entitled for Customs Duty exemption under Notification No.51/96-Custom dated 23-7-1996 and can place order directly on foreign manufacturers. Necessary Customs Duty Exemption Certificate, wherever applicable, and as per the rules will be issued at appropriate time. Hence, Customs Duty should not be included in the BID. However, prevailing percentage of Customs Duty may be indicated.

Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies as may be applicable from time to time for taking purchase decision.

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

- a) Photocopy of the Agency Agreement between the Principals and the Indian Agent showing the percentage or the quantum of agency commission payable and a Letter of Authority from the Principals authorizing the Indian Agents to submit the tender on their behalf.
- b) The type and nature of after sales services to be rendered by the Indian Agent

The Indian Agents are allowed to quote on behalf of only one foreign Principal/ Supplier against this tender.

- 10.5 TDS/WCT will be deducted as per Income tax Rules.
- 10.6 **Octroi:** Octroi is not applicable in our case.
11. **Delivery Date:** The supplier must indicate the firm delivery date by which the materials will be despatched/delivered by them from the date of our order.
12. **Inspection:** Materials on its arrival at IPR will be inspected by Stores In-charge, and his decision in the matter will be final.
13. **EARNEST MONEY DEPOSIT (EMD):**
The Bidder shall submit interest free Earnest Money Deposit (EMD) for Rs.70,000/- (Rupees Seventy thousand only) by way of Demand Draft from a nationalized/scheduled bank issued in favour of ***"Institute for Plasma Research"*** and payable at **Ahmedabad**.
Tender received without EMD will be rejected at the discretion of IPR.
- 13.1 **EMD of unsuccessful Bidder will be returned after finalizing the Contract/placing Purchase order.**

- 13.2 **The EMD 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.**
- 13.3 **Exemption from payment of EMD:** Firms who are registered with DGS&D and NSIC are exempted from payment of EMD subject to submission of valid registration certificate with the bid. **Tenders received without the valid registration certificate will be rejected.**
14. **Payment:**
- 14.1 10% advance against submission of Bank Guarantee for an equivalent amount from a nationalized/scheduled Bank. This payment will be made only after signing the contract/Purchase order and submission of Security Deposit.
- 14.2. 10% after approval of major drawings by IPR and on receipt of Bank Guarantee for an equivalent amount from a nationalized/scheduled bank.
- 14.3. 60% against delivery of material at IPR site, its verification by IPR representative and on receipt of Proforma Invoice in triplicate.
- 14.4. 20% within 30 days from the date of final acceptance and on receipt of Performance Bank guarantee for 10% of the contract value from a nationalized/scheduled bank.
- 14.5 **Advance payments other than mentioned above will be loaded with interest @ 12% p.a. upto the delivery period quoted, for the purpose of comparison of price amongst the bidders.**

Wherever, advance payment is involved, it will be paid only against submission of Bank Guarantee from a Nationalised/scheduled Bank. Bank Guarantees should be furnished as per IPR format.

15. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
16. Quotation should be valid at least for 120 days from the date of opening of the tender.
17. **Guarantee:** 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. For defects noticed during the Guarantee period, replacement/ rectification should be arranged free of cost within a reasonable period of such notification. In cases where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.
18. **Security Deposit:** The successful Bidder will have to furnish to the Purchaser an interest free security deposit for 10% (Ten percent) of the order value in the form of Bank Guarantee of an equivalent amount from a nationalised/scheduled commercial Bank within 15 days from the date of LOI/Purchase order and the said Guarantee should be valid till the goods are accepted by IPR. The 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.

19. **Liquidated Damages:** In addition to forfeiting Security Deposit, Liquidated Damages for the delay shall be 1/2% (half percent) of the total order value for the delay of each week in the scheduled time of supply or the scheduled date of final completion for the work as the case may be, subject to a maximum of 5% (five percent) of total order value. Liquidated Damages will be recovered from the payment due to the supplier.
20. **Performance Bank Guarantee:** The Contractor/Supplier will have to furnish to the Purchaser (IPR) an interest free performance bank guarantee for 10% (Ten percent) of the order value/ contract value by Demand Draft or by way of providing a Bank Guarantee from a Nationalised/Scheduled commercial Bank valid for a period of 12 months/guarantee period mentioned in the order from the date of installation/acceptance for satisfactory performance of the work carried out by the Contractor.
21. 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.
22. **BAR/PERT Charts:**
To be provided as per the requirement of Purchaser.
23. **Sub-Contract:** All sub-contractors are required to be appraised and approved by the Purchaser before placement of orders by the Vendor.
24. **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.
25. **Settlement of disputes:** Any disputes or difference arising out of or in connection with the Contract/Purchase order shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.
26. **Arbitration:** In the event of any dispute or difference arising under this Contract, the matter shall be referred to the Arbitrators one each nominated by the Purchaser and Contractor from their respective organisations. 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. The venue of arbitration will be IPR. Subject to as aforesaid the Arbitration Act, 1996 and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Contract.
27. **Permits and Licences:** 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.

28. **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.
29. **Operation/Instruction Manual:** Where operation/instruction manual is essential to enable the Purchaser to put the stores to proper use, the successful tenderer shall furnish such operation/instruction manual along with the stores.
30. **Test Certificate:** Wherever required, test certificates should be sent along with the despatch documents.
31. **Secrecy:**
- 31.1 All information, drawings, designs and specifications imparted to the bidder/successful contractor shall, at all times, remain the absolute property of the Purchaser, the bidder/successful contractor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- 31.2 The contractor shall use his best endeavours to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the successful bidder with the prior consent of the Purchaser. In such cases, the successful contractor shall ensure and obtain similar obligation of confidence, from third parties in question.
32. **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.
33. **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.
34. **Installation/commissioning/site works:** Wherever these activities are part of scope of work/specifications, Vendor should carryout out the same without any extra cost to IPR.
36. **Free Issue Material (FIM) (If specified in the tender documents):** Successful tenderer will have to furnish in the form a Bank Guarantee or in any other form as called for by the Purchaser towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue Material (FIM) for the due execution of the contract. Successful bidder shall submit Bank Guarantee from a nationalized bank and arrange insurance for the cost of FIM at his expenses.
35. Late/delayed tenders will not be accepted. Incomplete tenders may be rejected at the discretion of IPR.

36. **IPR is not bound to accept the lowest tender. IPR reserves the right to select any vendor at its sole discretion.**
37. **Result of the tenders:** Unsuccessful tenderers will not be informed of the result of their tenders.
38. The Director, IPR reserves the right to accept or reject any quotation/tenders fully or partly without assigning any reason.
39. IPR reserves the right to place order on a single party or to split the order at its sole discretion.

We agree to the above terms and conditions.

Place:

Signature of Bidder with seal

Date:

Note: A copy of our terms and conditions duly signed should accompany your quotation.

PRICE BID FORMAT

(Bidders are requested to offer their price bid in the following format)

S.No	Description	Quantity	Unit cost (Rs.)	Total price (Rs.)
1	Design, manufacture and supply of 0 to 1600 V chopper based 3500 A .1 sec to 5 min duty cycle power supply with switching device, capacitor, soft starter, rectifier, transformer, control & protections, current & voltage measuring. 32-bit dcp based controller etc. and testing.	1 No.		
2.	Installation and commissioning charges (including unloading, shifting, handling with accessories) (Quote Lumpsum charge)	Lumpsum		
3.	Other charges, if any.			
Total Rs.				

	<u>Indicate percentage except Freight</u>		
	Percentage	Included	Excluded
Packing and forwarding			
Excise Duty			
Sales Tax/VAT			
Insurance			
Service Tax on Sr.No.2 above			
Freight	Rs.		

Place:

Signature of Bidder with seal

Date :