

INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT, GANDHINAGAR 382 428
GUJARAT STATE
Phone: 079 23962021, 23962026 Fax: 079 23962277

TENDER NOTICE No.IPR/TN/PUR/F/023/10-11 DATED 16-03-2011

Sealed tenders are invited in **TWO PARTS** from experienced and recognized manufacturers dealing with production of Turbo Molecular Pumps and their Authorised Agents for the following item.

Sr. No	Tender Notice No.	Item	Qty.	Due Date & Time for		Tender Fee	EMD
				Submission of tender	Opening of tender		
1.	IPR/TN/PUR /F/023/10-11 (TWO PART TENDER)	Manufacture, testing, supply, installation and commissioning of Turbo Molecular Pump sets with compression ratio of 1×10^9 (Hydrogen) and equivalent pumping speed of 5800 lit/sec (Hydrogen). (Under buy-back 20 Nos. & New – 1 No.)	21 Nos.	5-5-2011 by 1.00 p.m.	5-5-2011 by 2.30 p.m.	Rs. 1000.00 or USD 22.00 Or EURO 16.00	Rs. 559000 or USD 12150.00 or EURO 8870

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 / First class Bank of International repute, if Demand Draft is from a Foreign Bank, drawn in favour of **Institute for Plasma Research** and payable at **Ahmedabad, Gujarat (India)** 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 **25-4-2011**. 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.

SPECIFICATIONS FOR TURBOMOLECULAR PUMPS

TENDER DOCUMENTS FOR

**MANUFACTURE, TESTING, SUPPLY, INSTALLATION AND
COMMISSIONING OF TURBO MOLECULAR PUMP SETS AT IPR SITE,
BHAT, GANDHINAGAR, GUJARAT, INDIA**

(TENDER NOTICE No.IPR/TN/PUR/F/023/10-11 DATED 16/03/2011)

(TWO PART TENDER)

PART-A(i)

**INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT
GANDHINAGAR: 382428
GUJARAT STATE
(INDIA)**

Specifications for Turbomolecular pumps

Purchasing of 21 sets of new TMP with compression ration of 1.0×10^9 (Hydrogen) and equivalent pumping speed of 5800 lit/sec (Hydrogen) is desired. Out of these 21 sets, 20 sets will be procured under buy-back option of existing 20 sets of Pfeiffer make TMP procured in 1998. One set of such Pfeiffer make TMP is shown in the figure below along with detailed specification of each item. Proposals are invited from eligible suppliers for these 20 sets on **'as is where is' basis**. All these pumps are generally in running condition as observed till now. The replacement of each TMP set should be preferably the combination of maximum 3 numbers. Apart form these specifications, the offered pumps must comply with the following features

- Fore line Flange: KF 40.
- Splinter shield / protection shield should be provided.
- Backing pump: Suitable capacity double stage rotary vane pump.
- Automatic venting with adjustable timer should be provided in case of power failure.
- Bearing should be maintenance free.
- TMPs should be provided with non-magnetic stainless steel body.
- Since vibration being a critical parameter, it should have online-measurement and warning message should be given on the pump display control unit when the vibration exceeds the permissible limits of the pump.
- Supplier shall have to provide vibration level data for every turbomolecular pump supplied with due reference to serial number and tracability of other components used in each unit. During the guarantee period, it shall be vendor's responsibility to ensure the vibration level within permissible limits with respect to initial reference values.
- Rotor temperature monitoring required along with system to trip the pump in case of rotor temperature rises above the safe limit. Details of TMP cooling have to be specified.
- Interlock and remote interface: TTL based / Potential free contact for pump operation and interfacing with other units.
- Power Supply: 230V, 50 Hz.
- Power Cable: Minimum 3 m long.
- Enclosure Safety: TMP including its onboard electronics must have safety class of IP 54.

- Quote with all essential and optional accessories required and also for bearing replacement tool kits for the TMP as per model. Also quote for longer signal cables in per meter basis separately.
- All repairs of the pump like bearing change, motor part change etc. should be done at IPR site. Also vendor must provide training for bearing replacement to IPR personals.
- The vendor should have well established service centre in India.
- In case vendor is proposing replacement of existing TMP-5000 sets (Pfeiffer make as given in figure) with the combination of maximum 3 numbers of TMP sets, vendor must provide detailed logic and safety interlock system to take care of failure / switch off of either one or more pumps from the set. Also by-bass facility for individual operation of each pump set has to be incorporated.
- The existing port size available is DN 500 ISO-K. The vendor should offer compatible flange structure to connect their pump to this port, such that the pumps should get accommodated within the available place. The vendor must provide the drawing of this compatible flange structure and offer its price separately. IPR may buy the flange structure from the pumps supplier, or may get the structure manufactured themselves for which the vendor has to provide the drawing. (Space available: Dia: 500 mm, Length: 645 mm)
- Vendor shall quote for the complete automation of the pumping system by using PLC / SCADA or any other compatible platform along with related hardware and software separately.
- Vendor must specify the required maintenance and service which is needed for the pumps for at least 10 years of operation from the date of installation and what type of spares are expected for such maintenance & service with their costs.

Note:

- (1) **Please quote for new each equivalent set with break up for each component of the group. Also buy-back price for existing working TMP sets should be quoted separately on per set basis as well as each item of a set basis.**
- (2) **Please mention about after-sales-service facilities at IPR site. Also mention about annual maintenance contract (AMC) for said items. Please detail out the list of major and minor servicing which should be possible at their service center in India. Also please detail the list of facilities, diagnostic instrumentation, infrastructure and trained service personnel available at their service center in India.**

Table: Comparison Specification

Technical Details		
Specifications	Existing TMP-5000 set (Pfeiffer make)	Our requirements
Throughput (H ₂ gas)	5.8 mbar l/s at 1.0×10^{-3} mbar with 10 % variation	Equivalent or better
	18 mbar l/s at 1.0×10^{-2} mbar with 10 % variation	Equivalent or better
Volume flow rate for H ₂ gas	5800 l/s with 10 % variation at $< 1.0 \times 10^{-3}$ mbar	Equivalent or better
Compression ratio for H ₂ gas	TPH 5000 along with TMH 520: 1.0×10^9 with 10 % variation	Equivalent or better
Ultimate vacuum	$< 10^{-8}$ mbar after baking	Equivalent or better
Speed of pump	18000 rpm with 10 % variation	Suitable
Current drawn	10 A during run-up with 10 % variation	Suitable
Run-up time	40 to 50 min for 90 % of nominal speed	Suitable
Vibration level	Axial < 500 micrometer/s Radial < 800 micrometer/s	Axial $< 1.0 \mu\text{m/s}$ Radial $< 2.0 \mu\text{m/s}$
Sound pressure level	≤ 70 dB	≤ 50 dB
Permissible magnetic field	< 5 mT	≥ 7 mT
Mounting Flange	500 ISO	Set of smaller TMPs should be accommodated on existing 500 ISO flange with special flange structure.
Bake-ability	Bake able up to 250 C	≥ 150 C
Mounting orientation	Vertical mode only (deviation of the rotor axis from the vertical doesn't exceed 5°)	Should be independent of angle and suitable to mount in any direction.
Weight	280 kg	Should be light.

Acceptance tests

(a) At Vendor site

Pre-dispatch test should be carried out at vendor site in presence of IPR representative for the following mentioned points.

1. Hydrogen gas throughput test.
2. Volumetric flow rate test.
3. Compression ratio test for hydrogen gas.
4. Vibration and noise level test.
5. Ultimate Vacuum after baking.
6. Permissible Magnetic field test.
7. All Interlocks and remote interface test.
8. Run-up time test.
9. Rotor temperature rise test with full throughput.
10. Helium leak test of the body.

Vendor should arrange and bear all the expenses of traveling and stay for at least two IPR representatives for inspection. All the inspection documents should be submitted to IPR prior to dispatch. Final acceptance tests will be conducted at site during commissioning of TMP.

(b) At IPR site

The following tests to be carried out on the Turbo molecular pumps at IPR.

- (1) Ultimate Vacuum is less than 10^{-8} mbar.
- (2) Vent valve and automatic venting of TMP / group of TMPs will be tested for its operation.
- (3) Noise level and vibration will be tested and measured as per our specifications.
- (4) All interlock and remote interface test.

Acceptance of the pumps will be subject to satisfactory performance of the final acceptance tests at IPR.

Documents to be provided to IPR

The offer must be submitted with all necessary technical details, literatures and related documents to the corresponding model.

- (1) Drawings of TMP, control units and all of its accessories details.
- (2) Detail information on operation, maintenance and trouble shooting (TMP and control units) would be provided.
- (3) Software command protocol for serial interface RS 485 / RS 232.

Deliverable: IPR will prefer the staggered delivery of the pumping sets. 1st 5 sets shall be delivered within 6 months and rest shall be delivered within 24 months from 1st delivery.

Installation: The installation and acceptance tests of the pump shall be carried out by vendor's representative at IPR's site.

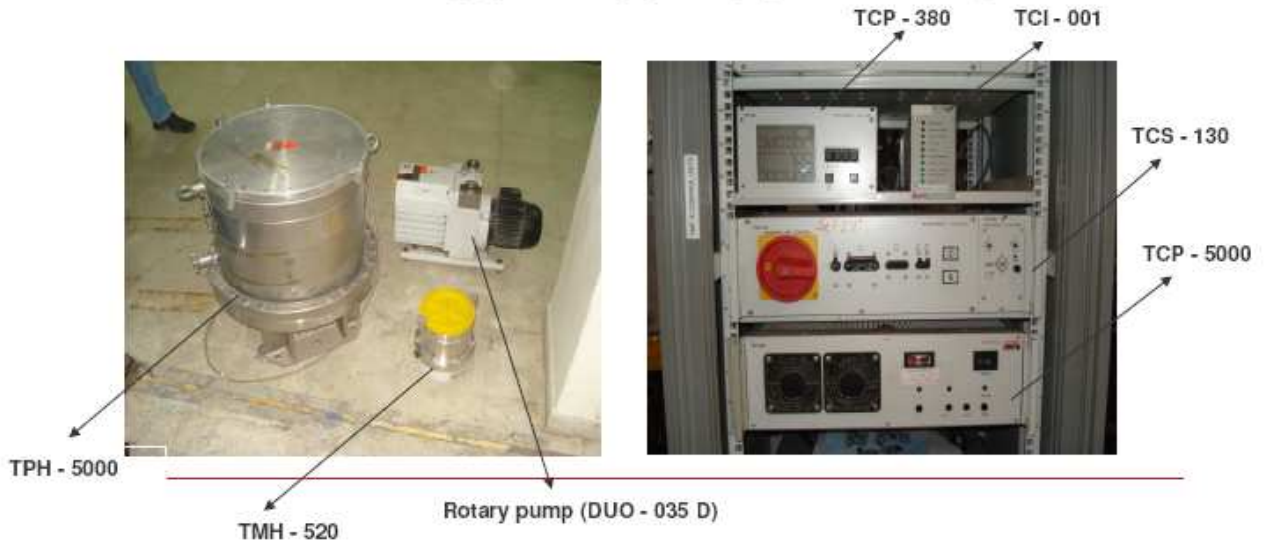
Guaranty: Minimum two years Guarantee from the date of acceptance of the complete supply at IPR against all sorts of manufacturing defects, faulty materials and poor workmanship. Vendor may please note that start of Guarantee period for total supply shall be from the date of acceptance of the last set of supply. One more year of extended guarantee period on chargeable basis to be quoted. Quote charge for this extended guarantee on per set basis.

Service support: The vendor should provide the service support at least for 10 years after acceptance of the last set of pumps. Its spare parts shall be available for at least 10 years from the last supply or 7 years from discontinuation date of the pumps with prior intimation to IPR, which ever is later. Vendor shall also specify the date from which the offered pumps are in existence and its likely discontinuation time.

Collection of existing TMP sets: Vendor has to collect these existing TMP sets and accessories from IPR at their cost and risk after successful installation of new pump sets at IPR site.

Existing TMP-5000 Set

Each Set consists of (a) TPH-5000 (b) TMH-520 (c) TCP-5000
(d) TCP-380 (e) TCI-001 (f) TCS-130
(g) Rotary pump (DUO-035 D)



(a) **TPH – 5000**

1. Inlet – DN 500 ISO K
2. Outlet – DN 100 ISO K
3. Pumping speed – 5500 l/s (N₂), 5800 l/s (H₂), 5800 l/s (He)
4. Compression ratio - 10⁹ (N₂), 2.0 × 10⁴ (H₂), 10⁶ (He)
5. Nominal rotation speed – 18000 rpm
6. Cooling type – Water cooled
7. Weight – 280 kg
8. Signal display unit – **TCI - 001**
9. Control unit - **TCP – 5000**

(b) **TMH – 520**

1. Inlet – DN 160 ISO K
2. Outlet – DN 25 ISO KF
3. Pumping speed – 500 l/s (N₂), 480 l/s (H₂), 500 l/s (He)
4. Compression ratio – more than 10¹² (N₂), 5.0 × 10⁶ (H₂), 5.0 × 10⁷ (He)
5. Nominal rotation speed – 50000 rpm
6. Cooling type – Water cooled
7. Weight – 13 kg
8. Control unit – **TCP - 380**

(c) Rotary pump (DUO – 035 D)

1. Inlet – DN 40 ISO KF
2. Outlet – DN 40 ISO KF
3. Nominal volume flow rate – 35 m³/h
4. Final Pressure - $< 5 \times 10^{-2}$ mbar (without gas ballast), < 1 mbar (with gas ballast)
5. Rotation speed – 1390 rpm
6. Weight – 50 kg

(d) TCS – 130

Central power supply for both TMP and Rotary pump DUO- 035 D.

Note: Option for connecting TMH – 520 TMP to TPH – 5000 TMP in series is provided to increase the compression ratio for hydrogen and helium gases specially.

Contact personals in IPR:

Party may contact the following persons for evaluation of existing TMP sets with prior intimation before submission of quotation.

1. D C Raval – Ph. No: 079-23962136, E-mail: raval@ipr.res.in, dilip1707@gmail.com
2. Firozkhan Pathan – Ph. No: 079-23962234, E-mail: firose@ipr.res.in, firosekhan1@gmail.com

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

TENDER DOCUMENTS FOR
MANUFACTURE, TESTING, SUPPLY, INSTALLATION AND
COMMISSIONING OF TURBO MOLECULAR PUMP SETS AT IPR SITE,
BHAT, GANDHINAGAR, GUJARAT, INDIA

(TENDER NOTICE No.IPR/TN/PUR/F/023/10-11 DATED 16/03/2011)

(TWO PART TENDER)

PART-A(ii)

INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT
GANDHINAGAR: 382428
GUJARAT STATE
(INDIA)

CONTENTS:-

1.	ELIGIBILITY CRITERIA
2.	INSTRUCTIONS TO THE BIDDERS
3.	GENERAL CONDITIONS OF CONTRACT (GCC)
4.	ANNEXURE – A : BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT
5.	ANNEXURE – B : BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT
6.	ANNEXURE – C : BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE

Sealed Tenders are invited in TWO PARTS against this Tender Notice No. IPR/TN/PUR/F/023/10-11 dated 16/03/2011 for Manufacture, testing, supply, installation and commissioning of Turbo Molecular Pump sets at IPR site, Bhat, Gandhinagar, Gujarat, India.

1.0 ELIGIBILITY CRITERIA:

- The vendor should be a manufacturer or authorized delaler of Turbomolecular Pump System.
- The vendor should have an experience of at least five years in the field of manufacturing or dealing in the field of Turbomolecular Pump.
- The vendor should have prior experience in executing similar kind of works for the reputed organizations or industries. Attach copies of purchase orders received for similar works.
- The vendor should have enough test and service facilities. Provide complete details with offer.

2.0 INSTRUCTIONS TO BIDDERS

- 2.1** This is a TWO PART Tender. Bidder will submit the bid in Two Parts,
- (i) **PART – A** : Technical Bid [Part-A (i)] & Commercial Terms and Conditions [Part-A (ii)] except price.
 - (ii) **PART – B** : Price Bid
- Bidders shall submit the bid in duplicate.
- 2.2** **PRICE BID FORMAT** : Bidder shall quote price on the Price Bid Format given in PART-B of tender documents.
- 2.3** Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.
- 2.4** **Proof for fulfillment of eligibility criteria mentioned above should be submitted along with the tender. If the tender is submitted without valid documents, Purchaser shall not consider your offer. Tenders received without proof of eligibility criteria will be rejected.**
- 2.5** 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 25-04-2011.
- 2.6** While requesting for Tender Documents, such request shall indicate **the “REQUEST FOR TENDER DOCUMENTS AGAINST TENDER NOTICE NO. IPR/TN/PUR/F/023/10-11 DATED 16/03/2011”**.
- 2.7** **Tender Fee:** The tender fee (non refundable) of USD 22.00 (US Dollar Twenty two only) OR EURO 16.00 (EURO Sixteen only) OR Indian Rs. 1000.00 (Indian Rupees One thousand only) should be made in the form of **DEMAND DRAFT drawn in favour of Institute for Plasma Research and payable at Ahmedabad, Gujarat (India)**. Vendor’s name and tender number shall be indicated on the reverse side of the Demand Draft.

- 2.8 **DD should not be prior dated to the date of advertisement. Separate request letter and separate Demand Draft shall be sent for each tender.**
- 2.9 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. This envelope should be marked as “TENDER FEE”.
- 2.10 No request for the extension of due date will be considered.
- 2.11 Late/Delayed offers will not be accepted.
- 2.12 **Earnest Money Deposit:** Bid must be submitted along with Earnest Money Deposit (EMD) for USD 12150.00 (US Dollars Twelve thousand one hundred fifty only) OR EURO 8870.00 (EURO Eight thousand eight hundred seventy only) OR Indian Rs. 559000.00 (Rs. Five lakhs fifty nine thousand only) by way of Demand Draft drawn in favour of **Institute for Plasma Research** payable at **Ahmedabad**, Gujarat, INDIA. EMD of unsuccessful bidder will be returned after final contract award.

The EMD shall be forfeited in case the Bidder fails to comply with any of the terms and conditions stipulated in the tender documents, after submission of Bid.

2.12.1 The Tender Fee/EMD in case of INR shall be from State Bank of India (SBI)/any Nationalized Bank or any one of the Banks mentioned in bracket (ICICI, IDBI, HDFC, AXIS)

2.12.1.1 In case the Tender Fee/EMD is from any foreign Bank, it should be from a first class bank of international repute.

- 2.13 **Due date to submit bid: Tender in a sealed envelope (Part-A(i) and Part-A(ii) and Tender Fee & EMD in one envelope and 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 by 1.00 p.m. on 5th May, 2011 to the *Purchase Officer*, IPR at the following address**

Purchase Officer
Institute for Plasma Research
Near Indira Bridge, Bhat
Gandhinagar – 382428.
Gujarat, INDIA.

Part – A (Technical Bid) will be opened on the same day at 2.30 p.m. in the presence of attending tenderers.

Part – B (Price Bid) : Date of opening of Price Bid of eligible Bidder/s will be intimated to them later on.

- 2.14 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/she may not be allowed to participate in the tender opening.
- 2.15 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.
- 2.16 IPR will not be responsible for any delay/loss of Tender or documents in transit.

- 2.17 Bids received without the details asked for including proof of eligibility for participating in the tender may not be considered.
- 2.18 Bidders should furnish/enclose full technical details/literature, delivery period and confirm the terms and conditions attached with the tender.
- 2.19 **Those who do not meet with the eligibility criteria need not submit Tender.**
- 2.20 **Those who are quoting on behalf of their foreign Principals should submit a Proforma Invoice of Foreign Principals in foreign currency. Bidder should submit quotation on behalf of only one foreign supplier.**
- 2.21 **Bids received without the prescribed Tender Fee and EMD will not be considered.**
- 2.22 Bidder will submit technical bid, commercial bid and all supporting documents pertaining to this tender in English.
- 2.23 **Validity of the bid :** Bid should be valid at least for 120 days from the date of opening of the tender. If asked by the Purchaser, the tenderer shall extend the validity of his bid.
- 2.24 **Specifications :** Specifications are given in Part-A(i).
- 2.25 **Rejection of bid:**
Non compliance of tender specification and/or tender documents including terms and conditions will lead to summarily rejection of quotations received.
- 2.26 **Result of the tenders:**
Unsuccessful bidders will not be informed of the result of their bids.
- 2.27 The Director, IPR reserves the right to accept or reject any or all quotation/tenders fully or partly without assigning any reason.
- 2.28 All communications related to this tender must be sent to,
Purchase officer,
Institute for Plasma Research
Near Indira Bridge, Bhat
Gandhinagar – 382428.
Gujarat, INDIA.
Phone: 079 23962022
Fax : 079 23962277
e-mail : bkbsrao@ipr.res.in

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

2.29 GENERAL INSTRUCTIONS

- Parties must review the scope of work and ensure that they can do the entire job.
- Tenders should furnish full technical details/literature, list of reputed customers, delivery period, terms and conditions.
- Vendor's proposal must contain information on the legal status of the vendor's and his relation to a group of companies, if applicable.
- The vendors shall provide documentation required from any regulatory authority to establish its right to carry out the required job.
- Vendors should provide details of (a) expertise in various areas of manufacturing, fabrication, quality and assembly and erection activities (b) Quality Policy and Program, (c) Quality Audit program, (d) non-conformity control and reporting (e) testing and inspection facilities (separate list for in house and outsourced facilities). (f) Tie up with other industries for different activities listed above and not available in-house.
- Vendors will have to provide an organization chart of his company shoeing the position of the project manager in relation to the overall company management.
- Vendors will have to give a demonstration of an understanding and appreciation of the work background and technical requirements of each work area and the interactions with other areas.
- The vendors shall identify the key personnel that will be charged with the execution of the work-and disclose the experience of the individual(s) concerned in the form of Curriculum Vitae (CV).
- If the vendor is individual he should explain the manner in which the proposes to execute the task covered in this tender document.
- The details of any technical service, if required for erection, assembly, commissioning and demonstration should be mentioned clearly.
- The details of import License will be furnished in the Purchase Order.

3.0 GENERAL TERMS AND CONDITION (GCC)

Following are the General Conditions of the Contract (GCC) applicable to this tender. The contract/order resulting from this tender shall be governed by the terms and conditions given in this GCC. Bidders submitting the bid against this tender shall be deemed to have read and understood the same in total.

3.1 DEFINITIONS

- (a) **"ITEM/S"** shall mean Manufacture, Testing, Supply, Installtion and Commissioning of Turbomolecular Pump Sets with Compression ratio of 1.0×10^9 (Hydrogen) and equivalent Pumping Speed of 5800 lit/sec (Hydrogen).
- (b) **"PURCHASER"** shall mean the Institute for Plasma Research, acting through the Director or his authorized representative [herein after called as "IPR"]
- (c) **"DIRECTOR"** shall mean Director of IPR and includes any other officer entrusted with the function of Contracts by the IPR.
- (d) **"INSPECTOR"** shall mean any person appointed by or on behalf of the Purchaser to inspect or carry out quality surveillance on supplies, items or work under the contract or any person deputed by the Inspector for the said purpose.
- (e) The **"TECHNICAL RESPONSIBLE OFFICER (TRO)"** shall mean the person nominated by the Purchaser to carry out all technical functions concerning the contract including inter-alia approval of manufacturing,

drawings, post contract technical follow up, accounting of free issue materials where involved and such other technical functions.

- (f) **“PARTICULARS”** shall mean the following:
 - (i) Specification(s);
 - (ii) Drawing(s)
 - (iii) Proprietary make denoting the produce any individual firm; and
 - (iv) Any other details governing the construction, manufacture and/or supply as provided in the Contract.
- (g) **“PARTY”** shall mean either the PURCHASER or the CONTRACTOR
- (h) **“PARTIES”** to the Contract are the Contractor and the Purchaser named in the Contract.
- (i) **“CONTRACTOR”/“SUPPLIER”** shall mean the firm or company with whom or with which the order for Turbomolecular Pump is placed and shall be deemed to include the Contractor's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract.
- (j) **“GOODS”/“MACHINERY”/“EQUIPMENT”/“INSTRUMENTS”/“ITEMS”** shall mean and include what the Contractor agreed to supply under the Contract as specified in the Contract.
- (k) **“CONTRACT” or “PURCHASE ORDER”** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser, on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto, while accepting the Tender or Offer of the Contractor for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- (l) **“SHIPPING RELEASE/DISPATCH CLEARANCE”** shall mean the document issued by the Purchaser authorizing the Contractor to ship the Stores/Goods on satisfactory completion of inspection.
- (m) **“GUARANTEE PERIOD” or “WARRANTY PERIOD”** shall mean the period during which the Contractor shall remain liable without any extra cost to the Purchaser for repair, replace or rectify any defective part or performance of the ITEMS supplied under the Contract.
- (n) **“BID”/“TENDER”/“QUOTATION”** shall mean and include offer and quotation.
- (o) **“PRICE”** shall mean the prices quoted by the Contractor in his Proposal for the entire scope of work covered under the specifications as defined in Part-A(i).
- (p) **“DELIVERABLES”** shall mean all the Items/Stores, Documentation, Factory Acceptance Tests and On Site Acceptance Tests as described in Part-A(i).
- (q) **“TENDERER”/“BIDDER”/“VENDOR”** shall mean the entity who seeks to supply goods by sending Tender/Bid/Quotation.
- (r) **“THIRD PARTY”** shall mean the party authorized to carry out the assigned job on behalf of the Purchaser.
- (s) **“ORDER ACKNOWLEDGEMENT”** shall mean, for administrative reasons, the

written acknowledgement sent by the Contractor to the Purchaser as soon as the Contract is signed by the Parties.

3.2 COUNTER TERMS AND CONDITIONS OF BIDDER:

Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by IPR, unless specific written acceptance thereof is obtained from IPR.

3.3 CLARIFICATIONS:

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.

3.4 Bids shall be complete in all respects and shall include properly filled in prices, schedules, specifications, relevant drawings and catalogues as necessary along with the bid covering letter, all in duplicate.

A Proforma Invoice may also be given which should contain the following information.

- (a) **FOB Value:** The FOB/FCA value should be inclusive of all taxes, levies and duties arising in the bidder's country.
- (b) **Agency Commission:** The amount of commission included in the price and payable to the Indian Agent of the contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchaser Order/signing of contract and which shall not be subject to any further exchange variations. The payment will be released to the Indian Agent within 30 days from the date of receipt and final acceptance of stores.
- (c) The contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency commission included in the invoice which would be paid to the Indian Agent directly by the purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.
- (d) The Name and address of the accredited Indian Agent, if any, should be mentioned.
- (e) The earliest delivery period and county of origin of goods/equipment and country of shipment should be mentioned.
- (f) Name and address of the Banker of the bidder
- (g) The approximate net and gross weight and dimension of packages/cases may be indicated in your offer.
- (h) Details of any technical services, if required for erection, assembly, commissioning and demonstration should be mentioned clearly.
- (i) Bids/Quotations by cable/fax must be followed by detailed offers by mail/through courier so as to reach the Purchaser before the due date.
- (j) Samples, if called for, should be sent free of all charges.
- (k) The details of the Import License will be furnished in the Purchase

Order/Contract.

(l) The authority of person signing the tender, if called for, shall be produced.

(m) It is expressly agreed that the acceptance of the stores/goods contracted for is subject to final approval in writing by the purchaser.

- 3.5** 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.
- 3.6** Tender should be free from Corrections 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.
- 3.7** IPR shall be under no obligation to accept the lowest or any other bid received in response to this tender and reserves the right of acceptance of the whole or any part of the bid or portion of the quantity offered and the bidder shall supply the same at the rates quoted. IPR is not bound to accept the lowest bid. IPR reserves the right to split the contract among more than one bidders if found necessary at its sole discretion.
- 3.8** **CONDITIONAL DISCOUNT** : Conditional discount, if any, offered will not be considered.
- 3.9** **TAXES:** The FOB prices quoted should be inclusive of all taxes, levies, duties arising in the bidder's country.
- 3.10** **TDS/Work Contract Tax/OR any other leviable taxes or duties** : If applicable, the same shall be recovered from the contractor's bill and necessary certificate will be issued to the contractor.
- 3.11** **CUSTOMS DUTY:** IPR is exempted from payment of Customs Duty under Notification No.51/96-CUSTOM dated 23-7-1996 (GE21A) as amended by Notification No.93/96-CUSTOM dated 11-12-1996 (GE21A). Necessary Custom Duty Exemption Certificate, wherever applicable, and as per rules will be issued at the appropriate time.
- 3.12** **DELIVERY DATE:** Bidders must indicate the firm delivery date by which the materials will be despatched/delivered by them from the date of our order.
- The time for and the date of delivery stipulated in the Purchase Order/Contract shall be deemed to be the essence of the contract. Delivery must be completed within the dates specified in Delivery Schedule.
- 3.13** **SCOPE OF WORK/SUPPLY AND SPECIFICATIONS:**
- 3.13.1 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.
- 3.13.2 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.

3.14 ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS

3.14.1 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.

3.14.2 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.

3.15 MISTAKES IN DRAWINGS

The Contractor shall be responsible to make all necessary alterations of the Stores which are occasioned due to any discrepancies, errors or omission in the drawings or particulars submitted by the Contractor irrespective whether these have been approved by the Purchaser or not. If the Contractor fails to make such alterations, the Purchaser may do so at the risk and cost of Contractor.

3.16 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.

3.17 SUBLETTING OR ASSIGNMENT OF CONTRACT

3.17.1 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.

3.17.2 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 in terms of clause Nos. 3.42.1 hereof and/or recover from the Contractor damages arising from such cancellations.

3.17.3 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.

3.18 BAR/PERT CHARTS:

To be provided as per the requirement of the Purchaser.

3.19 SAMPLES

- 3.19.1 Samples submitted by the Contractor for any reasons, shall be supplied without charge and freight paid without any obligation to the purchaser as regards safe custody and safe return thereof. All samples submitted must be clearly labeled with the Contractor's name and address and tender number. If the Contractor submits the sample with his tender the same shall govern the standard of supply if it has been specifically stated in the Contract that the sample has been accepted instead of the Patent item.
- 3.19.2 Should certified samples be lent to the Contractor by the Purchaser, the Contractor would be responsible for the return in perfect order of all certified samples, with the labels intact.

3.20 TERMS OF PRICES:

- 3.20.1 Bid/Quotation should be submitted on FOB basis, inclusive of all taxes, duties, levies, arising in bidder's country and should be FIRM throughout the Contract period. 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.
- 3.20.2 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.

3.21 INSPECTION AND ACCEPTANCE TEST: IPR reserves the right to carry out Pre-dispatch Inspection (PDI) of the ordered item/s.

The Purchaser's representative/authorized Third Party shall also be entitled at all reasonable times during manufacturing to inspect, examine and test the material and workmanship of all Stores/Goods to be supplied under this Contract at the Contractor's premises/Sub-contractor's premises and if part of said Stores/Goods are being manufactured at other premises, the Contractor shall obtain from the Purchaser's representative permission to inspect, examine, and test as if the equipment were being manufactured on the Contractor's premises such inspection, examination and testing shall not release the contract from the obligation under this contract.

For tests to be performed at the premises of the Contractor or of any of his sub-contractors the Contractor shall provide free of cost assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

When the Stores/Goods have passed the specified test, the Purchaser's representative shall furnish a certificate to this effect in writing to the Contractor. The Contractor shall provide copies of the tests Certificates to the Purchaser as may be required.

- 3.22 SHIPPING RELEASE/DESPATCH CLEARANCE :** If PDI is a condition in the Purchase Order/Contract, supplier should obtain shipping release/dispatch clearance letter on satisfactory inspection of the Stores/Goods from IPR before effecting the dispatch.
- 3.23 FINAL ACCEPTANCE OF STORE/GOODS :** Materials on its arrival at IPR/delivery site will be inspected by Stores In-charge/Engineer In-charge, and his decision in the matter will be final. Final acceptance will be subject to the satisfactory performance of the Stores/Goods at IPR/delivery site.
- 3.24 INSURANCE :** Purchaser shall make arrangement for insuring the Stores/Goods at its own costs. However, the Contractor shall furnish the following details by fax and courier within one day from the date of shipment of Stores/Goods:
1. Port of shipment
 2. Airway Bill/Bill of Lading No. and date
 3. Number of packages
 4. Weight of Cargo
 5. Invoice
- 3.25 INSTALLATION/COMMISSIONING/SITE WORKS:** Wherever these activities are part of scope of work/specifications, Contractor should carry out the same without any extra cost to IPR.
- 3.26 DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER:** Bidder must ensure that all documents asked in the tender document are included with the bid. Bidder shall use high quality Plastic bags to protect the bids from any damage in transit.
- 3.27 TERMS OF PAYMENT :** IPR is fully funded by Govt. of India and the normal terms of payment are by Sight Draft. However, other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon. (L/C will be opened through Purchaser's Bankers and all bank charges outside India to be borne by the Supplier.)

Wherever advance payment is involved, advance payment shall be made subject to submission of Bank Guarantee for an equivalent amount from State Bank of India(SBI) or bank acceptable to IPR/their bankers. Bank Guarantees should be furnished as per IPR format given in **Annexure-B**.

The Sight Draft/Letter of Credit will be operative on presentation of the under mentioned documents.

- (a) Original Bill of Lading/Airway Bill
- (b) Commercially certified invoices describing the Store/Goods delivered, quantity, unit rate and their total value in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
- (c) Packing List showing individual and weight of packages
- (d) Test Certificate (if applicable)
- (e) Declaration by the Seller that the contents in each case are not less than

those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser

- (f) Warrantee/Guarantee Certificate

The payment schedule for this tender is given hereunder:

- (i) 80% against presentation of clean shipping documents to the negotiating Bank.
- (ii) 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.

3.28 LOADING CRITERIA :

- 1. In case of deviation in payment including demand of advance, interest @12% p.a. will be loaded.

3.29 EXPORT LICENSE: If the quoted item/s is/are subject to Export License, the Contractor should obtain Export License from the Exporter's country or any other country without any cost to Purchaser. Purchaser shall provide End Use Statement to Contractor on receipt of End Use format and a written request from the Contractor. All payments due to the Contractor shall be made only after obtaining Export License by the Contractor.

3.30 DEMURRAGE : Supplier shall bear demurrage charges if any incurred by the Purchaser due to delayed presentation of shipping documents as prescribed in clause No.2.27 to the Bankers within reasonable time (say within 10-12 days) from the date of bill of lading for sea consignment and within 3 to 4 days from the date of Air Way Bill for Air consignment.

3.31 BANK CHARGES: All bank charges within India shall be borne by the Purchaser. Similarly all bank charges outside India shall be borne by the supplier including the charges towards advising amendment commission.

3.32 PORT OF ENTRY : Mumbai (for Sea Freight) / Ahmedabad (for Air Freight)

3.33 PORT / ULTIMATE CONSIGNEE: Purchase Officer, Institute for Plasma Research, Gandhinagar, Gujarat, India.

3.34 SHIPPING MARKS : The marks on the shipping documents such as invoice, bill of lading and on the packages should be as follows:

CONTRACT/PURCHASE ORDER No. _____

DT.: _____

**INSTITUTE FOR PLASMA RESEARCH
GANDHINAGAR**

DESTINATION.....

PORT OF ENTRY: Ahmedabad, India.

3.35 MODE OF DISPATCH : By Sea/Air freight through a freight forwarder nominated by the Purchaser.

3.36 CONTRACTOR'S RESPONSIBILITY REGARDING DISPATCH

In order to facilitate prompt clearance of Stores on arrival in India through Customs, the Contractor shall forward in advance to the Purchaser, by rapid Courier Service, one copy of each of documents as detailed hereunder:

- a) Non-Negotiable Bill of Lading/Airway Bill(s)
- b) Invoice
- c) Packing list indicating items dispatched
- d) Number of packages with their dimensions and weights
- e) Vessel/Flight details, expected date of arrival at India, insurance policy (if applicable).

The bidder shall indicate in his offer the country of origin of the Stores offered and the name and address of the manufacturer shall be indicated in the "Bid".

The Contractor shall also intimate the Purchaser by fax/scanned copy the shipping details such as Bill of Lading/Air Way Bill number, name of carrier/flight number, date of sailing/flight, expected date and port/airport of arrival, number and weight of packages, value of consignments, Contract number and date so that delivery documents can be made preparatory to customs clearance, by the Purchaser.

3.37 CONTRACTOR'S DEFAULT LIABILITY

3.37.1 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.

3.37.2 In the event the Purchaser terminates the contract in whole or in part as

provided in Clause for 3.37.1, 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 3.41 until such reasonable time as may be required for the final supply of stores.

3.37.3 If the contract is terminated as provided in clause 3.37.1 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 hereinafter 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.

3.37.4 In the event the Purchaser does not terminate the Contract as provided in Clause 3.37.1 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 3.41 until the Stores are accepted.

3.38 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. The price of replacement items shall be paid by the purchaser on the basis of original price quoted in the Tender or as reasonably worked out from the tender. The cost of damages will however be claimed by the purchaser from the insurance company. Customs Clearance documents for the replacement will be provided by the Purchaser.

3.39 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 3.37 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 3.45.

3.40 EXTENSION OF TIME

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.

3.41 DELAY IN COMPLETION/LIQUIDATED DAMAGES

3.41.1 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.

3.41.2 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.

3.42 RECOVERY OF SUMS DUE

3.42.1 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.

3.42.2 All demurrage, wharfage 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, the same shall be recovered from the payment due to the Contractor.

3.43 TRANSPORT AND DELIVERY OF THE ITEMS :

- (i) The material shall be delivered as per FOB term (including packing, forwarding, internal freight charges and insurance from Factory upto the port of origin) (INCOTERMS 2010). All expenses in this regard are to the account of bidder.
- (ii) The bidder must take an appropriate insurance against a risk of loss or damage to the Items during the transport from Factory to the port of origin/FOB Port.
- (iii) The bidder shall ensure that the Items to be delivered are safely and properly packaged according to the nature of goods and to suit the mode of transport. All packages shall contain a packing list detailing numbers and details of items packed.
- (iv) The bidder shall clearly label the Items and provide official documentation that export is on behalf of the IPR and for its official activities. IPR will give detailed instructions related to such documentation at a later stage.
- (v) The bidder shall ensure that any export license or authorization is obtained and shall provide all documents necessary for customs clearance for the export of the Items.
- (vi) Should IPR make a duly justified request to postpone the delivery of the whole or part of the Items at least 60 (sixty) calendar days prior to the stipulated date of delivery, the bidder shall provide storage, protection and maintenance under its own responsibility for a period of 60 (sixty) calendar days free of charge. IPR shall provide the bidder direction on future storage, protection or maintenance requirement no later than the 40th calendar day of the free-of-charge period of 60 (sixty) calendar days in case further postponement of delivery is required. If the period exceeds 60 (sixty) calendar days, the bidder shall continue to provide storage, protection and maintenance. It is understood that an agreement between IPR and the bidder involved will be reached concerning the reimbursement of actual duty documented and justified costs incurred during the period of time in excess of the aforementioned 60 (sixty) calendar days.

3.44 TRANSFER OF RESPONSIBILITIES

At FOB port of origin (INCOTERMS 2010)

3.45 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) For a period of Twenty Four months after the acceptance of the stores or Twenty Seven months from the date of shipment whichever is later, 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 24 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 fifteen months after the acceptance of the stores or eighteen months from the date of shipments whichever is later 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 3.45 (a) to (c) above, the Contractor shall at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser, (Bank Guarantee form enclosed) from a Bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract along with 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.
- (f) All the replacement Stores/Goods shall also be guaranteed for a period of 24 months from the date of arrival of Stores/Goods at Purchaser's site.

3.46 CONTRACTOR'S LIABILITY FOR DEFECTIVE STORES

- 3.46.1 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 14 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.
- 3.46.2 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 in cause no 3.46.1 above.
- 3.46.3 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.

3.47 REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES / SPAREPARTS ORDERED

The Contractor shall also undertake the supply of additional number (Nos.) of items covered by the Order as considered necessary by the Purchaser at a later date. The actual price to be paid shall be mutually agreed to after negotiations

3.48 PACKING INSTRUCTION AND SHIPMENT

- (a) The Contractor wherever applicable shall pack and crate all Stores: for sea/air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.
- (b) If packing materials are of any kind of plant origin, Phytosanitary Certificate issued by an authorized 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 alongwith 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 delay which will be the sole responsibility of supplier.
- (c) The Contractor shall ensure that each box/unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the contractor liable for additional expenses involved.
- (d) The Contractor shall notify the Purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
- (e) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.
- (f) Trans-shipment of equipment shall not be permitted except with written permission of the Purchaser.
- (g) Apart from the despatch documents negotiated through Bank the following documents shall also be air-mailed to the Purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments.
 - i) Commercial Bill of Lading / Air Way Bill. (two non- negotiable copies).
 - ii) Invoice (3 copies)
 - iii) Packing List (3 copies)
 - iv) Test Certificate (3 copies) (if applicable)
 - v) Shipping clearance letter issued by Purchaser

Contractor shall also ensure that one copy of packing list is enclosed in each case/box.

3.49 MARKINGS (ON PACKAGES)

All packages shall be clearly, legibly and durably marked with uniform block letters (preferably with waterproof paint) on at least three sides with:

- a) Destination address as communicated
- b) Contract Number and date
- c) Dimensions
- d) Net and gross weights
- e) Sign showing `side up'
- f) Sign showing `fragile' marks in case of delicate Products
- g) Sign showing slinging and sling position as well as tilt and shock indicators
- h) Any handling and unpacking instructions, if considered necessary.
- i) Identification mark relating them to the appropriate shipping documents
- j) In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.
- k) Write the following conspicuously on the box(es). “PLEASE DO NOT KEEP THIS BOX HORIZONTALLY AND KEEP ONLY VERTICALLY”

3.50 GENERAL ADMINISTRATIVE PROVISIONS

- (i) The Parties shall designate the Technical Responsible Officers (hereinafter referred to as the “TRO”) on award of the contract. TRO will be responsible for the execution of the contract and will be the single point of contact. The IPR TRO is the lead responsible official unless otherwise stated herein.

3.51 CANCELLATION/TERMINATION OF CONTRACT FOR DEFAULT

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract whole or in part:

- (a) if the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- (b) if the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the Purchaser.

In the event the Purchaser terminates the contract in whole or in part; the Purchaser may take recourse to anyone or more of the following actions. The termination will not relieve the Contractor from submitting the Performance Bank Guarantee for the portion not terminated.

- (a) the Security Deposit is to be forfeited
- (b) the Purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) however, the supplier shall continue to perform the contract to the extent not terminated.

(d) recovery of Liquidated Damages as per the Contract.

3.51.1 TERMINATION OF CONTRACT FOR INSOLVENCY

If the supplier becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the contract, by giving written notice to the supplier, without compensation to the supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.51.2 TERMINATION OF CONTRACT FOR CONVENIENCE

After placement of contract, there may be some unforeseen situation compelling the Purchaser to cancel the contract. In such case, the Purchaser is to send a suitable notice to the supplier for cancellation of the contract, in whole or in part, for its (Purchaser's) convenience, *inter alia*, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the Purchaser suitably compensate the Supplier on mutually agreed terms for terminating the Contract.

3.52 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.

3.53 SETTLEMENT OF DISPUTES

Both the parties will try to resolve all the disputes during execution of this tender through negotiations and mutual understanding.

3.54 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 organizations. In case they 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 there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Contract.

3.55 JURISDICTION

The Courts of Ahmedabad, India only shall have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the contract.

3.56 PRECEDENCE

In case of conflict, decision of IPR shall have precedence over this tender.

3.57 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 foreseen 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 has come into force during the extended delivery period.

3.58 LANGUAGE AND MEASUREMENT

All documents pertaining to the contract including specifications schedule notices, correspondence operating and maintenance instructions drawing or any other writing shall be written only in English language. The metric system of measurement shall be used exclusively in this contract.

3.59 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, IPR or other officers authorized by him for and on behalf of the Purchaser.

3.60 INDEMNITY

The Contractor shall warrant and be deemed to have warranted that all Stores/Goods, 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/Goods of infringement of any right protected by Patent, Registration of design or Trade Mark and shall risk of accidents or 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 fulfillment of the contract.

3.61 ASSIGNMENT

This Contract shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto. It will not be assigned in whole or in part by either party without prior written consent of the other. If the Contractor becomes insolvent or goes into bankruptcy or is caused to be wound up, except for reconstruction purposes or carries on its business under a Receiver, the representatives in law of the state of the Contractor or any such receiver, Liquidator or any person in whom the Contract may be vested shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the Contract and nothing aforesaid shall be deemed to relieve the Contractor or the successors of their obligations under this Contract under any circumstances.

3.62 SECURITY INTEREST

On items to be delivered under this Contract, including an item of work in progress in respect of which payment have been made in accordance with terms of the Contract, Purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the Purchaser in accordance with terms of the Contract. Such security interest of the Purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any other entity.

3.63 APPLICABLE LAW

The Contract shall be interpreted, construed and governed by the laws of India.

3.64 PERMITS AND LICENSES

The Contractor shall secure and pay for all permits and license 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 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.

3.65 PUBLICITY

No publicity of any kind whatsoever regarding the contract shall be given by the Contractor without prior written permission of the Purchaser.

3.66 SECRECY

a. All information, drawings, designs and specifications imparted to the Contractor shall, at all times, remain the absolute property of the Purchaser, the 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.

b. 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 Contractor with the prior consent of the Purchaser. In such cases, the Contractor shall ensure and obtain similar obligation of confidence, from third parties in question.

3.67 SIGNING OF CONTRACT: The Contract shall be signed by authorized representatives of Contractor and Purchaser on Indian non-judicial stamp paper of appropriate value.

3.68 TITLE TO THE PLANT / EQUIPMENT / MACHINERY / INSTRUMENTS/ STORES / GOODS

In addition to other remedies under the law and the Contract, the Purchaser shall be the owner of each consignment in respect of which 90% (ninety percent) percent of the Contract price has been paid, to secure refund of such amount in the event the same becomes refundable under the terms of the Contract or under the law and to secure payment of any dues under other contract or under the law, the responsibility for safe and proper storage, replacement of defective or lost

equipment and erection of the plant/equipment/machinery/instruments/stores/goods prior to its acceptance by the Purchaser shall always remain with the Contractor.

3.69 TRAINING

The Contractor 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 processes throughout the manufacturing period of the Goods/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.

3.70 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.

3.71 SECURITY DEPOSIT

Within fifteen (15) days from the date of issue of Purchase Order/Contract by the Purchaser, the Contractor shall submit a Bank Guarantee equal to 10% (ten percent) of the contract value, as "Security Deposit" towards execution and performance of the Contract.

The Security Deposit shall be submitted in the form of Bank Guarantee issued by a Nationalized Bank, Bank acceptable to IPR/their banker as per the bank guarantee format given in Annexure – A.

The Bank Guarantee shall remain valid till the expiry of (60) sixty days from the date of the contractual delivery of the Stores/Goods ordered. If need arises, the Contractor shall extend the validity of the Bank Guarantee for suitable period at his expenses.

If the Contractor fails to provide the Security Deposit as stated hereinabove, within 15 days from the date of issue of Purchase order/Contract, such failure shall constitute a breach of contract and the Purchaser shall be entitled to cancel the Contract and make alternate arrangements for the purchase of the Stores/Goods contracted from other sources at the risk and expenses of the Contractor and recover from the contractor the damages arising from such cancellation.

In the event, the Contractor fails to fulfil the obligations under the Contract; the Purchaser shall have the right to encash and appropriate the Security Deposit.

Where the Contractor fails to maintain the Contractual delivery date, the Contractor shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the Contract.

Upon satisfactory execution of the Purchase order/Contract, the original Bank Guarantee shall be returned to the Contractor without any interest on receipt of a request from the Contractor.

3.72 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 total order value/contract value by way of providing a Bank Guarantee from a Nationalized Bank/ Bank acceptable to IPR/their banker on a non-judicial stamp paper for the satisfactory performance of the plant/machinery/instruments/goods supplied against the Contractor. The Performance Bank Guarantee (PBG) will be effective from the date of final acceptance and shall remain in force two months beyond the warranty period mentioned in the Contract. In the event that the Bank Guarantee needs extension, the Contractor shall extend the validity of PBG for suitable period at his expenses. On the performance and completion of all contractual obligations, the original PBG shall be returned to the Contractor without any interest on receipt of a request from the Contractor. The performance bank guarantee format is given in **Annexure – C**.

3.73 BIDDER'S CONFIRMATION

1. BIDDER'S TERMS AND CONDITIONS. IF OTHER THAN SPECIFIED IN PART-A(ii)

Bidder may specify his terms and conditions, if other than specified in Part-A(ii). Bidder must note that this may be rejected if not acceptable by IPR.

2. BIDDER'S DEVIATIONS FROM TECHNICAL SPECIFICATIONS. TERMS AND CONDITIONS. IF OTHER THAN SPECIFIED IN PART-A(i)

Bidder may specify his deviation from technical specifications, terms and conditions, if other than specified in Part-A(i). However, bidder should note that such request may not be accepted by IPR.

3. BIDDER'S PAYMENT TERMS AND CONDITIONS.

Bidder may specify his Payment schedule, if different than specified under clause No.2.27 hereinabove. However, bidder should note that such request may not be accepted by IPR.

4. ANY ADDITIONAL INFORMATION BIDDER WANTS TO GIVE IN SUPPORT OF HIS BID:

5. 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 "Manufacture, testing, supply, installation and commissioning of Turbo Molecular Pump sets at IPR site, Gandhinagar, Gujarat, India Tender: IPR/TN/PUR/F/023/10-11 DATED 16/03/2011). 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:

ANNEXURE – A

BANK GUARANTEE (SECURITY DEPOSIT)

(On non-judicial stamp paper of appropriate value)

THIS DEED OF GURANTEE MADE AT _____ this _____ day of _____ between _____ having its registered office at _____ and one of its branches at _____ (hereinafter called “the Bank” which expression shall mean and include the said _____ and its successors and assigns) of the one part AND IPR (INSTITUTE FOR PLASMA RESEARCH) Near Indira Bridge, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter called “the purchaser” which expression shall mean and include the said INSTITUTE FOR PLASMA RESEARCH, ANDHINAGAR and its successors and assigns) of the other part.

WHEREAS _____ (hereinafter called “the Contractor/Supplier”) having its registered office at _____ have entered into a Contract having order / contract value of Rs./USD/Euro _____ (Rupees/USD/Euro _____) with the purchaser being Purchase order/Contract No. _____ dated _____ for _____ in accordance with the terms, specifications and conditions contained therein.

AND WHEREAS under the terms of the aforesaid order/contract, the contractor/Supplier is to furnish to the Purchaser a Bank guarantee for an amount of Rs./USD/Euro _____ (Rupees/USD/Euro _____) being 10% of the total value of the purchase order/contract by way of security for fulfilment of the Contractual obligations on the part of the Contractor/Supplier thereunder.

AND WHEREAS the Contractor/Supplier has requested the Bank to guarantee the due payment of the aforesaid amount by the contractor/supplier to the purchaser in case the contractor/supplier fails to fulfil any of the aforesaid contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand, in writing from the purchaser or any officer authorised by it in this behalf and without demur, any amount upto and not exceeding Rs./USD/Euro _____ (Rupees/USD/Euro _____) to the Purchaser on behalf of the Contractor/Supplier.
2. This guarantee is valid and binding upon the Bank till final acceptance of the ordered item/s by the Purchaser and fulfillment of all the contractual obligations to the satisfaction of the Purchaser and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor or on account of any reason whatsoever.

3. The liability of the Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made or conceded or agreed within or without the knowledge or consent of the Bank or by or between the parties to the said Purchase order.
4. The liability of the Bank under this deed is restricted to the sum of Rs./USD/Euro _____ (Rupees/USD/Euro _____) and same shall remain in force till final acceptance of the ordered item/s covered in the Purchase order (two months beyond final acceptance date). In case any further extension of the present guarantee is required the same shall be granted on receiving instructions in writing there for from the contractor/supplier on whose behalf this guarantee is issued.
5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or periods as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.
6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid purchase order against the contractor/supplier shall in no way relieve the Bank of its liability under this deed.

In witness whereof, we the _____ have executed this. This the _____ day of _____ 20__.

For _____
 (Indicate the name of bank with Postal address,
 Fax Number & email address)

Witnesses: (1)
 (2)

ANNEXURE-B

BANK GUARANTEE (ADVANCE PAYMENT)

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ DATE: _____

1. WHEREAS on or about the _____ day of _____ M/s _____, a company registered under the companies act and having its registered office at _____ (hereinafter referred to as "the Contractor/Supplier") entered into an Agreement/Contract/Purchase Order bearing No. _____ date _____ with IPR (INSTITUTE FOR PLASMA RESEARCH), Near Indira Bridge, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of _____ (hereinafter referred to as "the Equipment").

2. AND WHEREAS under the terms and conditions of the contract an amount of Rs./USD/Euro _____ (Rupees/USD/Euro _____ only) representing _____ percent advance payment out of the contract value of Rs./USD/Euro _____ (Rupees/USD/Euro _____ only) is to be paid by the Purchaser.

3. AND WHEREAS IPR has agreed in pursuance of the said terms and conditions of the contract to make an advance payment of Rs. _____ (Rupees _____ only) to the contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.

4. NOW WE, _____ (Name and Address of the Bank) in consideration of the Purchaser having agreed to pay to the Contractor an advance payment of Rs./USD/Euro _____ (Rupees/USD/Euro _____ Only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs./ USD/Euro _____ (Rupees/ USD/Euro _____ Only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of any of the terms and conditions of the contract by the Contractor.

5. WE, _____ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement/Contract/Purchase Order or by reason of the Contractor(s)'s failure to perform the said Agreement/Contract/Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs./USD/Euro _____ (Rupees/ USD/Euro _____ Only).

6. WE, _____ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us.

7. AND WE, _____(Bank) hereby further agree that the decision of the said Project Director, IPR as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/IPR on account of such breach would be final and binding on us.

8. WE _____(Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/Purchase Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.

9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

10.OUR GUARANTEE shall remain in force until _____(two months beyond the contract completion date) and unless a claim under the guarantee is lodged on or before the above date, all rights of Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the _____ have executed this.

Dated the ____ day of _____ 20__.

For _____
(Indicate the name of bank with Postal address, Fax
Number & email address)

Witnesses: (1)
(2)

ANNEXURE – C

PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ DATE: _____

1. WHEREAS on or about the _____ day of _____ 20____ M/s _____, a company registered under the Companies and having its registered office at _____ (hereinafter referred to as “the Contractor/Supplier”) entered into an Agreement/Contract/Purchase Order bearing No. _____ dated _____ (hereinafter referred to as “The Contract”) with IPR (INSTITUTE FOR PLASMA RESEARCH), Near Indira Brdige, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of _____ (hereinafter referred to as “the Equipment”).

2. AND WHEREAS under the terms and conditions of the contract an amount of Rs./USD/Euro _____ (Rupees/USD/Euro _____ only) representing balance _____ percent payment out of the total value of the contract of Rs./USD/Euro _____ (Rupees/USD/Euro _____ only) is to be paid to the Contractor on the final acceptance of the equipment and on the Contractor furnishing a bank guarantee in a manner herein contained towards satisfactory performance of the equipment during warranty period, viz. _____ months from the date of final acceptance/commissioning of the said equipment or _____ months from the date of despatch of the last lot of consignment whichever is earlier (Specify as per warranty clause in the Order).

3. NOW WE, _____ (Name and Address of the Bank) in consideration of the promises and the payment of said sum of Rs./USD/Euro _____ (Rupees/USD/Euro _____ Only) by the Purchaser to the Contractor do hereby agree and undertake to pay to the Purchaser the amount due and payable under the guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or suffered by the Purchaser by reason of unsatisfactory performance of the equipment during the warranty period. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount no exceeding Rs./USD/Euro _____ (Rupees/USD/Euro _____ only).

4. WE, _____ (Bank) undertake to pay to IPR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s), in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

5. WE, _____ (Bank) hereby further agree that the decision of the Project Director, IPR as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Purchaser on account of the unsatisfactory performance of the said equipment shall be final and binding on us.

6. AND WE, the _____ (Bank) do hereby agree that our liability hereunder shall not be discharged by virtue of any Agreement/Contract/Purchase Order between the Purchaser and the Contractor whether with or without our knowledge and/or consent or by

reason of the Purchaser showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever relating to the contract which but for this provision would amount to discharge of the surety under the law.

7. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. OUR GUARANTEE shall remain in force until _____(two months beyond the contract warranty period) and unless a claim under the guarantee is lodged with us on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

In witness whereof, we the _____ have executed this.

Dated the ____ day of _____ 20____.

For

(Indicate the name of bank with Postal address,
Fax Number & email address)

Witnesses: (1)

(2)

Official Seal

PART-B

PRICE BID FORMAT

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

TMP Sets (without considering Buy-Back Option)

S.No	Description	Quantity	Unit cost	Total price
1	Manufacture, Testing and Supply of Turbo Molecular Pump sets with compression ratio of 1×10^9 (Hydrogen) and equivalent pumping speed of 5800 lit/sec (Hydrogen).	21 Nos.		
2.	Installation and commissioning of above TMPs at IPR site (Quote Lumpsum charge)	Lumpsum		
3.	Other charges, if any.			
Total FOB Airport Price				

Place:

Date:

Signature of Bidder with seal