

TWO-PART TENDER SECTION – A

Invitation to Tender and Tendering Conditions

1.0 INVITATION TO TENDER

1.1 Institute for Plasma Research (IPR) invites sealed tenders for the specifications detailed in Section "C" to this tender document. The conditions of contract/purchase order which will govern the contract pursuant to the tender are as contained in Section "B" of this tender document. If you are in a position to quote in accordance with the technical specifications indicated in Section "C" to this tender document and as per the conditions stipulated in this Section and Section B, please submit your offer in a manner and method specified below.

2.0 MANNER AND METHOD FOR SUBMISSION OF TENDERS

2.1 All tenderers in response to this invitation shall be submitted in Two Parts as under and in the different envelopes.

2.1.1 **Part-I (Techno-commercial):** This part of the tender shall include/contain documents related to eligibility criteria, all technical details, technical specifications, 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.**

Proof for fulfillment of eligibility criteria mentioned in Annexure-A 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.

2.1.2 **Part-II (Price):** This part should contain only the prices of the stores offered for the services to be rendered. Part-II (Price) should be furnished in accordance with the format provided by the Purchaser at Section "D" of this tender document

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

3.0 EARNEST MONEY DEPOSIT (EMD)

3.1 The Tenderer shall submit, as part of its bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Tender Notice. In the case of foreign bidders, the EMD shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder. EMD shall be submitted by way of Demand Draft from **SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI**

Bank and IDBI 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.

- 3.2 The EMD of unsuccessful Tenderer will be discharged/returned after finalizing award of the Contract/placement of Purchase order.
- 3.3 The successful Tenderers EMD shall be discharged upon the Bidder submitting the Security Deposit as specified in the contract/purchase order, without any interest.
- 3.4 **The EMD may be forfeited:**
 - 3.4.1 If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - 3.4.2 In case of a successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 21 days from the date of contract/order.

4.0 LATE/DELAYED TENDERS

- 4.1 If the envelope containing Part-I (Techno-commercial) and Part-II (Price) does not reach the Purchase Officer, IPR on or before the due date and time specified for its receipt, such tenders will be treated as Delayed/Late tenders and will neither be opened nor considered by the Purchaser and will be summarily rejected. The tenderers should therefore take care and ensure that both Part-I and Part-II of their tenders reach the Assistant Stores Officer, IPR on or before the due date and time specified for their receipt to avoid the rejection of the tenders.

5.0 OPENING OF TENDERS

- 5.1 Unless otherwise pre-opened or postponed with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated in the tender notice.
- 5.2 Part-I (Techno-commercial) of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice of this tender document while the Part-II (Price) will be opened at the second stage after completion of the evaluation of the Techno-Commercial Part (Part-I) of the tender.
- 5.3 While all the tenderers who submit tenders within the due date and time specified for its receipt will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the due date and time indicated in the instruction sheet of this tender document, opening of the Part-II (Price) of the tender can be attended to only by such of those tenderers whose Part-I (Techno-commercial) of the tenders are found to be technical suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser by Email/letter.
- 5.4 The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to the Purchaser, will be given seven days advance intimation by the Purchaser to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the date and time of opening of Part-II (Price) of the tender nor will they be permitted to participate in the opening of the

same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**

6.0 AUTHORITY LETTER

6.1 The tenderers who wish to participate in the opening of the tenders may depute their representatives to IPR on the respective due date and time as indicated in the tender notice with an authority letter addressed to the Assistant Stores Officer which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he will be debarred from participating in the opening of the tenders.

6.2 The tenderers representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.

7.0 EVALUATION OF TENDER

7.1 Evaluation of tender shall be based on fulfillment of all requirements.

8.0 PURCHASER'S RIGHTS TO REJECT QUOTATION

8.1 The Purchaser reserves the right to reject any quotation without assigning any reason thereof.

9.0 TECHNICAL CLARIFICATIONS

9.1 After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for IPR to seek clarifications from the tenderers, the same will be sought for from the tenderers.

10.0 DATE FOR OPENING OF PART-II (PRICE):

After completion of technical evaluation, Part-II (Price) of only technically qualified tenderers shall be opened. The date and time of opening of Part-II (Price) shall be intimated only to the technically qualified tenderers. Whose Part-I offers have been found suitable will only be permitted to participate in the opening of the Part-II (Price) of the tender.

11.0 HOLIDAYS

If the date (s) specified for receipt and opening of the tenders is/are declared as holidays abruptly by the competent authority due to any administrative reasons, then the date(s) for opening of tenders will get postponed automatically to the next working day. As for instance, if the due date for receipt of tender and its opening falls on 3rd of a particular month and if the 3rd day of the month is declared as a holiday, then the opening date of tender will stand automatically postponed to 4th day of the month at the same time. However, due date for submission of tender online will remain same as mentioned in the tender notice.

12.0 VALIDITY OF OFFERS

Offers shall be kept valid for acceptance for a period of of 120 (One hundred twenty) days from the date of opening of Part-II (Price) of the tender. Offers with shorter validity period will be liable for rejection.

13.0 TERMS AND CONDITIONS OF THE CONTRACT

It must be clearly understood that any contract concluded pursuant to this invitation to tender shall be governed by the General Conditions of the Contract as contained in this tender document. Tenderers must therefore, take special care to go through these general conditions of contract and in exceptional cases if any deviations are proposed, these must be clearly indicated in the Part-I of the tender as a separate annexure instead of merely enclosing their conditions. Tenders made subject to counter conditions or far too many deviations from the general conditions of contract are liable to be ignored. It should also be realised that failure to bring out deviations from the General Conditions of Contract contained in this tender document will imply that the tenderer is willing to execute the contract as per the Purchaser's terms and conditions of contract.

14.0 TENDERING CONDITIONS FOR BIDS

- 14.1 The prices quoted must be FIRM. The basis for calculation shall be very clearly stated. The responsibility for furnishing the documentary evidence for price variation lies with the vendor. Here again preference will be given to the tenders with a specific ceiling on escalation.
- 14.2 Prices quoted by the tenderer should include all charges involved for providing services as indicated in the tender document. However, the purchaser reserves the right to call for break-up.
- 14.3 **Conditional Discount:** In case the tenderer offers any conditional discount with regard to acceptance of their offer within a specific payment terms, delivery, quantity etc. the purchaser will not take into consideration such conditional discount while evaluating their offer.

15.0 VALIDITY OF THE CONTRACT :-

- 15.1 This contract will be valid for a period of **02 Years** from the date of commencement of the contract. Which will be extended further period of **01 (One)** more year on mutual consent.
- 15.2 This contract will be initially awarded for a period of 03 months on trial basis and on satisfactory completion of trial period, Order will be extended further for balance period of Total Tenure of 02

years. In case, the contractor's performance is not found satisfactory during the initial trial period then trial period may get extended or contract will be terminated on expiry of the trial period.

- 15.3 Validity of this Work Order will automatically come to an end on the last day of its validity. Therefore, IPR is not bound to issue separate letter to the Contractor indicating expiry of the Contract.
- 15.4 The payment for the last bill as well as release of Security deposit will be subject to fulfilment of all the terms and conditions of this Contract to the entire satisfaction of IPR. IPR reserves the right to hold the last payment and Security Deposit till the Contractor completes the pending job, if any, to the entire satisfaction of IPR representative.
- 15.5 IPR reserves the right to foreclose the validity of the Contract

16 PAYMENT :-

- 16.1 The payment will be made on monthly basis.
- 16.2 After satisfactory completion of monthly all in all maintenance and services, the Contractor can raise the bill for each month in duplicate. Payment will be made within 30 days from the date of receipt of bill and its certification by incharge of this work. IPR reserves the right to withhold the payment, in case of non-satisfactory services/work. Contractor has to submit RTGS details after award of contract to process the payment.
- 16.3 Any amount due from the Contractor to IPR will be recovered from his monthly bill.

17 STATUTORY LEVIES – GOODS AND SERVICE TAX

17.1 GOODS AND SERVICE TAX

- 17.1.1 GOODS AND SERVICE TAX where legally leviable as per relevant HSN code will be admitted and reimbursed at the rate applicable during original delivery date.
- 17.1.2 GOODS AND SERVICE TAX intended to be claimed should be distinctly shown separately along with the price quoted. Where this is not done, no claim for GOODS AND SERVICE TAX will be admitted at any later stage and on any ground whatsoever.
- 17.1.3 The Purchaser is entitled for assessment of GST at the Concessional rate as per Notifications issued by the Government, as amended from time to time, in respect of purchases made for the Research and Development applications under the Department of Atomic Energy and other R&D units.
- 17.1.4 **GST for R&D Unit:** Goods and Service Tax (GST) wherever applicable will be paid extra at actual during the delivery period stipulated in the Purchase order. In terms of notifications issued by the Central Government and State Governments, R&D units of Department of Atomic Energy are entitled for IGST @ 5%

or CGST @ 2.5% and SGST @ 2.5% as applicable for stores covered under the Purchase Order.

17.1.5 **GST for Services:** As applicable. Specify the SAC codes wherever services are involved.

17.1.6 It would be the responsibility of the contractor to ensure that relevant certificate is obtained from the Purchaser before effecting the delivery of goods ordered failing which the excess tax paid by the contractor shall not be reimbursed by the Purchaser.

17.2 DEDUCTION OF TAX AT SOURCE (TDS)

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

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

17.2.2 **In case of Foreign Vendors** (Foreign Suppliers who provide goods from abroad paid in foreign currency and providing technical services by Indian subsidiary paid in Indian currency): The TDS is applicable where services are rendered in India directly or through their Indian counter part against foreign Purchase order / Contract as per the provision of under Section 195 of Income Tax act of India. Wherever DTAA (Double Taxation Avoidance Agreement) agreement exists between India and the supplier country the provisions of the agreement shall be applicable. For getting benefit of DTAA (Double Taxation Avoidance Agreement), the following documents must be submitted, otherwise full TDS will be deducted.

- a) No Permanent Establishment in India certificate
- b) Tax Residency Certificate (TRC) issued by Tax authorities of their country
- c) Form 10F if TRC does not contain required details
- d) PAN** (Permanent Account Number) details issued by Indian Income Tax Authority

Important Note:

- a) Where bifurcation is inappropriate and unacceptable for supply of material and providing services the purchase order / contract will be treated as **Composite Contract** and TDS will be deducted on whole contract / purchase order value as per applicable rate.
- b) TDS or any other leviable taxes or duties, if applicable, shall be deducted recovered from the Supplier's bill and necessary certificate will be issued to the supplier.

- c) Details on relevant sections of Income Tax Act and DTAA treaties can be obtained from [https://www.incometaxindia.gov.in/ Pages/acts/income-tax-act.aspx](https://www.incometaxindia.gov.in/Pages/acts/income-tax-act.aspx).

18 FLUCTUATION IN STATUTORY LEVIES

Unless otherwise specifically agreed to in terms of the Contract, the purchaser shall not be liable for any claim on account of fresh imposition and/or increase in statutory levies on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract. However, any reduction in statutory levies on these raw materials and/or components must be passed on to the Purchaser.

19 DEVIATIONS TO PURCHASER'S SPECIFICATIONS AND CONDITIONS OF CONTRACT

- 19.1 If any deviation or substitution from the technical specifications contained in Section "C" to this tender document is involved, such details should be clearly indicated in Part-I (Techno-Commercial) and should be added as an annexure to Part-I (Techno-commercial) of the tender as otherwise it shall be an admission on the part of the tenderer that he will supply the equipment as specified by the Purchaser. Similarly, deviations to the Purchaser's General Conditions of Contract/Special Conditions of Contract contained in Section "B" of this tender document shall be indicated by the tenderer in another annexure to Part-I (Techno-commercial) of the tenderer.
- 19.2 Part-II (Price) should be furnished in accordance with the format provided by the Purchaser at Section "D" of this tender document.

20 ACCEPTANCE OF TENDERS

- 20.1 The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reasons whatsoever.
- 20.2 Acceptance of tenders by the Purchaser will be sent by fax, E-mail, letter etc. within the validity date of the tender and such a fax, letter etc. would then be followed by a formal purchase order/contract. The tenderer whose offer is accepted will proceed with the execution of the contract on the basis of such advance acceptance of tenders without waiting for a formal purchase order/contract, and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the manufacture without waiting for a formal purchase order/contract and delivery period will be reckoned from the date of the Letter of Intent.

21 SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT

In case the commercial terms and conditions of sale/contract stipulated in Part-I (Techno-commercial) of the tender submitted by the tenderer are at variance with the Purchaser's General Conditions of all Contracts/Special Conditions of Contract stipulated in Section "B" of this tender document, the Assistant Stores Officer will settle the

commercial terms and conditions of contract with the tenderers chosen for award of the contract by holding discussions with them OR by sending Fax/Letter/E-mail etc. In case the concerned tenderer to whom an intimation thereof is given does not respond/fail to respond to communication sent by the Purchaser within the date specified, his tender is liable for rejection at the discretion of Director, IPR and no complaints whatsoever will be entertained from the tenderer for rejection of this tender. The tenderers should not discuss with the technical authorities/user department any of the commercial terms and conditions of contract and any agreement/understanding reached between the tenderer and the technical authorities will not be valid and binding.

22 COMPLIANCE WITH THE SECURITY REQUIREMENTS OF THE PURCHASER

The Contractor shall strictly comply with the Security Rules and Regulations of the Purchaser in force and shall complete the required formalities including verification from Police and any other authority and obtain necessary prior permission for entry into the Purchasers premises, wherever authorized by the Purchaser.

23 PAST PERFORMANCE

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.

24 CAPACITY & FINANCIAL STANDING

In case it is found that the tenderer does not possess the requisite infrastructure, capacity, capability and their financial standing is not satisfactory, such tender is liable to be rejected by the Purchaser.

25 CONFIDENTIALITY

Drawings, specifications, prototypes, samples or any other correspondence/details/information provided by the Purchaser relating to the tender or the contract shall be kept confidential by the contractor, and should not be disclosed or passed on to any other person/firm without the prior written consent of the purchaser. This clause shall apply to the sub-contractors, consultants, advisers or the employees engaged by the Contractor.

26 RESTRICTED INFORMATION CATEGORIES UNDER SECTION 18 OF THE ATOMIC ENERGY ACT, 1962 AND OFFICIAL SECRETS UNDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923

Any contravention of the above mentioned provisions by the contractor, sub-contractor, consultant, adviser or the employees of the contractor will invite penal consequences under the aforesaid legislation.

27 PROHIBITION AGAINST USE OF THE NAME OF ANY INSTITUTION OF DEPARTMENT OF ATOMIC ENERGY WITHOUT PERMISSION FOR PUBLICITY PURPOSES

The Contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use the name of any Institution of Department of Atomic Energy for any publicity purpose through any

public media like Press, Radio, TV or Internet without the prior written approval of the Purchaser.

28 COUNTRY OF ORIGIN

28.1 Wherever the tenders are for imported stores, the Country of Origin of the stores must be clearly specified in the quotation.

29 LIABILITY

29.1 Vendors shall be liable for any damage to the purchaser or any third party out of any patent or latent defect in the goods supplied by him or sub-standard services rendered by him.

30 RIGHT TO REJECT QUOTATION

30.1 The Purchaser reserves the right to reject any quotation, which is not in conformity with the above instructions.

30.2 The Purchaser also reserve the right to reject any quotation without assigning any reason whatsoever.

31 PRICE / PURCHASE PREFERENCE

Purchase/Price preference to industries will be given as per the policy of the Government of India in force at the time of evaluation provided their offer is in compliance with the conditions of the policy.

32 PERMANENT ACCOUNT NUMBER (PAN)

32.1 Vendors are required to submit a true copy of the PAN Card/Letter issued by the Income-tax Department, failing which the tenders are liable to be rejected.

33 MSE bidders should declare their UAM (Udyog Aadhar Memorandum) number on CPPP portal to avail benefits as per Public Procurement Policy for MSE's order 2012.

34 The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agencies.

Any additional conditions attached to this Invitation to Tender shall also form part of the contract conditions.

SECTION 'B'

**GENERAL CONDITIONS OF
CONTRACT**

**INSTITUTE FOR PLASMA RESESARCH
STORES SECTION
GENERAL CONDITIONS OF CONTRACT**

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 The term 'PURCHASER' means the Institute for Plasma Research or its successors or assigns.
- 1.2 The term 'PARTICULARS' means the following:
 - 1.2.1 Specification
 - 1.2.2 Sealed pattern denoting a pattern sealed and signed by the Inspector
 - 1.2.3 Proprietary make denoting the produce of an individual firm
 - 1.2.4 Any other details governing the construction manufacture and/or supply as existing for the contract.
- 1.3 The term 'CONTRACTOR' or 'SUPPLIER' means, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractors/Successors (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the contract.
- 1.4 The term 'CONTRACT' or 'PURCHASE ORDER' means and comprises of a Letter or Email or ink signed or digitally signed document conveying acceptance of Contractor's offer and invitation to tender, tender containing offer, advance acceptance of offer, general and special conditions of contract specified in the acceptance of offer and any subsequent amendments/alterations thereto made on the basis of mutual agreement.
- 1.5 The term 'STORES' or 'MATERIAL' means, the goods specified in the contract/purchase order which the contractor has agreed to supply under the contract.
- 1.6 The term 'SUB-CONTRACTOR' or 'SUB-SUPPLIER' means any contractor or supplier engaged by the contractor or the supplier with the prior approval of the Purchaser in relation to the contract/purchase order.
- 1.7 The term 'INSPECTOR' or 'QUALITY SURVEYOR' means any person nominated and deputed by the purchaser or their appointed Consultants or Quality Surveillance Agency or any other person from time to time authorized by the Purchaser to act as his representative for the purpose of inspection of stores under the contract/purchase order.

2. AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR

The person signing the contract or the purchase order or any other document in respect of the contract or purchase order on behalf of the contractor shall be deemed to warrant that he has the authority to bind the contractor.

3. SUBLETTING OF CONTRACT OR BILLS OR ANY BENEFIT ACCRUING THEREFROM

- 3.1 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.
- 3.2 Any breach of this condition shall entitle the Purchaser to cancel the Contract or any part thereof and to purchase from other sources at the risk and cost of the Contractor and shall recover from the Contractor damages arising from such cancellations.
- 3.3 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.

4. SECURITY DEPOSIT

- 4.1 On acceptance of tender, the Contractor shall at the option of the Purchaser and within the period specified by him, submit a Bank Guarantee from SBI or any one of the nationalized banks or reputed private banks, viz. AXIS Bank, ICICI Bank, IDBI Bank and HDFC Bank towards Security Deposit not exceeding 10% (ten percent) of the average annual tendered value of the contract valid for entire tenure of contract / extended period of contract, if any.
- 4.2 If the Contractor is called upon by the Purchaser to submit Security Deposit and the contractor fails to provide the same within the period specified such failure shall constitute a breach of the Contract and the Purchaser shall be entitled to make other arrangements for the forfeiture of the Security Deposit.
- 4.3 Offers wherein contractors declined to submit Security Deposit are liable to be rejected.

5. RECOVERY OF SUMS DUE

- 5.1 Whenever any claim for payment of, whether liquidated or not, moneys arises out of or under this contract against the Contractor the Purchaser shall be entitled to recover sum by appropriating, in part or whole, by encashing the Bank Guarantee submitted towards Security deposit by the Contractor, if a Security Deposit is taken against the Contract. In the event of the security being insufficient or no Security Deposit has been taken from the Contractor then the balance or the total sum or which at any time hereafter may become due to the Contractor under this or any other contract with the Purchaser, should

this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, whether liquidated or not against the Contractor under any other contract with the Purchaser the payment of all moneys payable under the contract to the contractor including the security deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

- 5.2 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, shall be recovered from the payment due to the Contractor.

6. PERMIT AND LICENCES

- 6.1 The contractor shall secure and pay all licenses and permit at his end which he may be required to comply with all laws ordinances and regulations of the 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 against all claims for damages and liability which may arise out of the failure of the contractors to secure and pay for any such licenses and permits or to comply fully which any and all applicable laws ordinances and regulations.

7. LAW GOVERNING THE CONTRACT

- 7.1 This Contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of India Acts relating to Merchandise Marks and all the rules made under such Acts.

8. TERMINATION OF CONTRACT

If the performance of the Contractor is not found satisfactory during the validity/extended validity of the Work order, both IPR and the Contractor reserves the right to terminate the contract in full by issuing **three months'** notice to the other.

9. JURISDICTION

- 9.1 The Courts within the local limits (i.e. Gandhinagar) of whose jurisdiction the place from which the purchase order is issued is situation only shall, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Purchase Order/Contract.

10. SETTLEMENT OF DISPUTES

- 10.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause

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

11. ARBITRATION

11.1.1 In the event of any dispute or difference arising out or of in connection with any of the terms and conditions of the Purchase Order/Contract, the matter shall be referred to the Director, IPR for settlement. In case the parties to the Purchase Order are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended time to time.

12. EXERCISING THE RIGHTS AND POWERS OF THE PURCHASER

12.1 All the rights, discretions and powers of the Purchase under the contract shall be exercisable by and all notices on behalf of the Purchaser shall be given by the Assistant Stores Officer and any reference to the opinion of the Purchaser in the terms and conditions contained in these General Conditions of all Contracts shall mean and be construed as reference to the opinion of any of the persons mentioned in this clause.

SECTION 'C'

TECHNICAL SPECIFICATIONS

Please refer tender document

SECTION 'D'

FORMAT FOR SUBMISSION OF PART-II (PRICE)

Please refer tender document