

**INSTITUTE FOR PLASMA RESEARCH**  
**NEAR INDIRA BRIDGE, BHAT, GANDHINAGAR 382 428**  
**GUJARAT STATE**

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**TENDER NOTICE DATED 07-04-2015**

**REVISED**

Sealed tenders are invited in **TWO PART** from reputed and eligible parties for the following.

Sr. No	Tender Notice No.	Item	Qty.	Due Date & Time for		Tender Fee (Rs.)	EMD (Rs.)
				Submission of tender	Opening of tender		
1.	IPR/TN/PUR/1/15-16 (TWO PART TENDER)	Fabrication and supply of long length cable in conduit conductor (CICC) for SST-1 new CS coil	1100 Mtrs.	13-5-2015 by 1.00 p.m.	13-5-2015 at 2.30 p.m.	1000.00	150700.00

Tender documents are available on IPR Website : <http://www.ipr.res.in/documents/tenders.html>. Tenderers meeting the eligibility criteria mentioned in the tender documents may, at their option, download the tender documents from the website and submit their offer along with prescribed **Tender Fee (non refundable) and EMD** in the form of Demand Draft from any nationalized/scheduled bank drawn in favour of **Institute for Plasma Research** and payable at **Ahmedabad** as per the details given in the tender documents. In case party desires to collect the tender documents by post, they may contact the Purchase Officer along with prescribed tender fee. Tender documents will be issued upto **5-5-2015**.

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 will not be allowed to attend the tender opening.

**TENDER NOTICE No.IPR/TN/PUR/1/15-16 DATED 07/04/2015**  
**(TWO PART)**

**For Fabrication and supply of long length cable in conduit conductor (CICC) for SST-1 new CS coil – 1100 Mtrs.**

**NOTE: THIS IS A TWO PART TENDER. KINDLY SUBMIT TECHNO-COMMERCIAL BID (PART-A) AND PRICE BID (PART-B) SEPARATELY IN TWO DIFFERENT ENVELOPES SUPERSCRIBING TECHNICAL BID AND PRICE BID IN ONE SINGLE ENVELOPE**

**NOTE:**

1. Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.
2. **Proof for fulfillment of eligibility criteria mentioned hereunder should be submitted along with the tender. If the tender is submitted without valid documents, we shall not consider your offer. Tenders received without proof of eligibility criteria will be rejected.**
3. Tender documents can also be obtained by submitting a written request to the Purchase Officer together with prescribed tender fee, provided that the eligibility criteria is fulfilled. Last date for issue of Tender documents is 05/05/2015.
4. While requesting for Tender Documents, such request shall indicate **the “REQUEST FOR TENDER DOCUMENTS AGAINST TENDER NOTICE NO.IPR/TN/PUR/1/15-16 DATED 07/04/2015”.**
5. The tender fee of Rs.1,000/- (non-refundable) should be made in the form of **DEMAND DRAFT** issued in favour of *Institute for Plasma Research* and payable at *Ahmedabad*. Vendor's name and tender number shall be indicated on the reverse side of the Demand Draft.
6. **DD should not be prior dated to the date of advertisement. Separate request letter and separate Demand Draft shall be sent for each tender.**
7. **IPR accepts Bank Guarantee from all nationalized Banks, Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank. Bank Guarantees from other scheduled banks except above are not acceptable to IPR.**
8. 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.
9. **Tenders received without the prescribed tender fee will be rejected.**
10. No request for the extension of due date will be considered.
11. Late/Delayed offers will not be accepted.

12. **Tender in a sealed envelope (Technical Bid, Commercial terms and conditions and EMD [Part-A] in one envelope and Price Bid [Part-B] in another envelope) superscribing the envelope with the above tender no., date, due date and brief description of tendered item should be submitted to the *Purchase Officer* at the above address by 1.00 p.m. on 13<sup>th</sup> May, 2015. Part-A (Technical Bid along with Tender Fee of Rs.1,000/-, commercial terms and conditions and EMD for Rs.1,50,700/-) received upto 1.00 p.m. on 13/05/2015 will be opened on the same day at 2.30 p.m. in the presence of attending tenderers.**
13. 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.
14. IPR will not be responsible for any delay/loss of documents in transit.
15. Tenders received without the details asked for including proof of eligibility for participating in the tender may not be considered.
16. Tenderers should furnish/enclose full technical details/literature, delivery period and confirm the terms and conditions attached with the tender.
17. **Those who do not meet with the eligibility criteria need not submit Tender.**
18. The Director, IPR reserves the right to accept or reject any offer in full or part thereof without assigning any reason thereof.
19. **Quotations received without EMD will not be considered.**

**20. AUTHORITY LETTER**

- a) **Tenderers who wish to attend the tender opening should invariably carry an authorization letter from their company, failing which they will not be allowed to participate in the tender opening process. However a single participation is only allowed from each company**
- b) **The tenderers representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.**

**ELIGIBILITY CRITERIA:**

Vendors must satisfy the following eligibility criteria to get his quotation selected for further evaluation. The vendor is required to submit the following elaborations/ details along with the quotation to get qualified for the tender. These documents are mandatory for the quote to be considered.

**Vendor must provide supporting documents to meet following eligibility criteria**

- Vendor's overall profile to be submitted.
- Party must be a company registered in India for minimum five years.
- Party must have a working bay greater than 200 m long in order to generate a facility of conduiting. Necessary documents shall be furnished as a proof.
- Party must have well defined quality policy and program and must have required ISO and/ASME-U or similar certifications for welding.
- Party must have well defined organizational set-up for Quality Surveillance, Quality Assurance Plan, Quality Audit, Non-conformity Control and Reporting.
- The vendor must have an average annual turnover of not less than Rs.300 lakhs over the past three financial years (2011-2012 to 2013-2014). Audited financial statement of accounts for the above financial years to be submitted

**Further vendor needs to provide supporting documents along with the quotation as follows**

- Conceptual plan for manufacturing of SST-1 CS coil CICC on the basis of fig.1
- Listing of the design and engineering calculations involved.
- A brief functional description of the components of the jacketing line (to be used for the manufacturing of CICC).
- A brief proposal for manufacturing of long length CICC.
- A brief write-up on the critical methodologies and QAP/QCP foreseen in the manufacturing of the CICC.
- Identified critical areas that can have serious impact on the precession of the job to be carried out as per the baseline design. Party's proposed solutions for these problems.
- Codes and standards regularly followed by the party both in mechanical fabrication and automation controls.
- Detail project schedule including major milestone and critical review points and project execution strategy / Plan

The response to tender without submission of proof of above points will summarily be rejected without further communication.

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

# **Fabrication and supply of Nb<sub>3</sub>Sn based CICC for SST-1 CS coil**

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# ANNEXURE A: TECHNICAL REQUIREMENTS FOR SST-1 CS CICC FOR LONGER LENGTH

## 1. Introduction

The superconducting central solenoid (CS) is intended to be used in Steady State Superconducting Tokamak (SST-1). The CS coil will be manufactured by employing Nb<sub>3</sub>Sn superconductor based cable-in-conduit-conductor (CICC). The Nb<sub>3</sub>Sn CICC would consist of superconducting strands (Nb<sub>3</sub>Sn), OFE copper strands, a thin wrapping material (SS304L) and jacket material (SS316LN). Appropriate long lengths of CICC will be manufactured by inserting twisted superconducting cable inside SS316LN pipes. Thereafter the conduit with the twisted cable inside would be compacted circularly first and then would be swaged to the given dimensions as described under the technical specifications of this document. The fabricated CICC is required to be leak tight including at all locations of the intermediate tube-to-tube welding. The welding of each section of the tube must be qualified so as to ensure (a) the welding does not heat up the strand beneath more than 200<sup>o</sup> C at any time (b) the welding withstand a mechanical bending with radius better than 100 mm without any crack or fracture. The welding parameters are required to be optimized on short samples as per applicable ASTM standards wherever applicable. The vendor is also required to demonstrate the appropriateness of the entire conduiting set-up on a long prototype length of 100 m on a dummy twisted cable for other characterizations to be carried out by IPR. Only after the successful characterization of the long length of the dummy piece the actual fabrication of the long lengths of Nb<sub>3</sub>Sn CICC would commence.

IPR needs four single lengths of CICC measuring ~215 m, ~235 m, ~245 m and ~260 m respectively.

The cable design is that of the IPR. The work under this tender includes necessary facility generations towards realizing the CICC as described under the 'technical section' and manufacturing the required lengths of Nb<sub>3</sub>Sn CICC as described above. The vendor would not be responsible for the final performance of the Nb<sub>3</sub>Sn CICC in SST-1 CS magnet but would be responsible for all the dimensional, mechanical, metallurgical and vacuum performance of the fabricated CICC as per the tender technical specifications. The SS 316 LN tubes, twisted strands of Nb<sub>3</sub>Sn, the SS foil and the copper strands will be provided as free issue materials (FIM) from IPR.

*The vendors are further encouraged to interact with IPR for better understanding and technical details of the project.*

## 2. Scope of work

The conceptual manufacturing plan of a typical CICC is given in Fig -1. Table-1 lists the materials to be used. These are schematics only. The vendor is free to propose their own schemes but satisfying IPR requirements both on the processes and facilities. However, the vendor must get it approved from IPR prior to finalization.

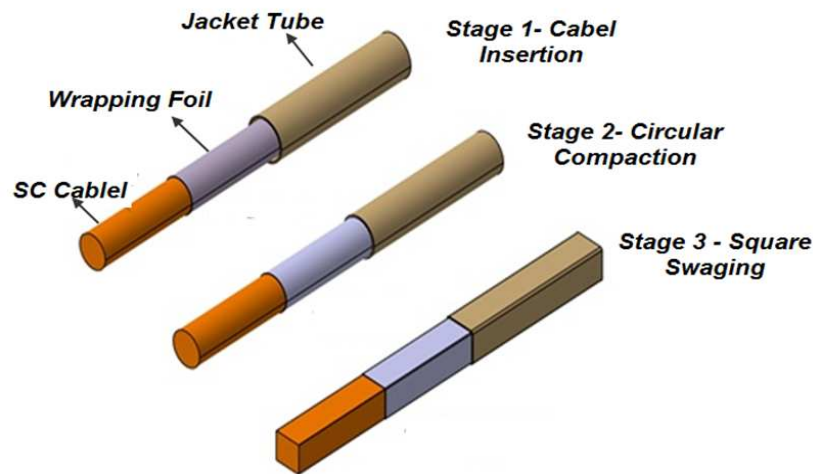
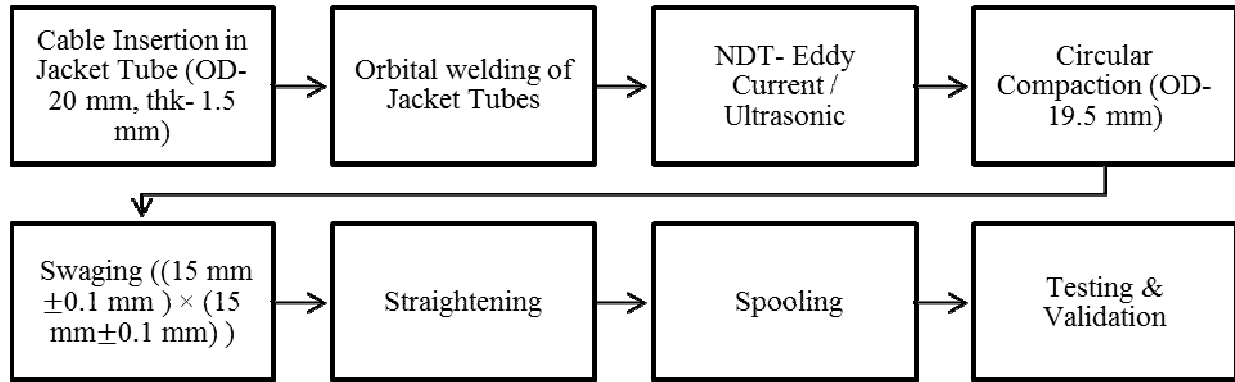


Figure 1. Conceptual plan for fabrication of SST-1 CS CICC

## Material Details

Sr.No.	Component	Material
1	Conductor	Nb <sub>3</sub> Sn + OFE Copper
2	Jacket material	SS316LN
3	Wrapping material	SS304L

Table 1. Materials for manufacturing of CS coil

The **Scope of Work** for this project for manufacturing of CICC (Annexure -1 shows the typical CICC Cross section) includes following:

1. **Development** of Quality Control Plan, Quality Assurance Plan, Manufacturing and R&D Plan for fabrication of SST-1 CS CICC as per guidelines by IPR (Annexure -2).
2. **Development of all facilities that is required to realize the long length of CICC as per the technical specifications.**
3. **Insertion of superconducting cable inside tubes**
  - Generating drawings, manufacturing of required jigs and fixtures, manufacturing of appropriate facilities towards the insertion of cables inside tubes.

- Online insertion of superconducting cables inside the SS316LN tubes (nominal length of each tube - 6 m). The cable will be pulled through. Required pulling facility with monitoring will be required.

#### **4. Welding of SS316LN tubes for manufacturing of long length CICC**

- Online welding (preferred orbital welding) of SS316LN pipes to manufacture required single length of CICC (Min -220 m, Max -260 m) without exceeding temperature (200 C -250 C) on the conduit at a location 20 mm from the welding zone.
- Generating drawings and manufacturing of required jigs, fixtures, welding station appropriate for the online welding of successive tubes
- Development of weld procedure and weld parameters for welding SS316LN tube (OD -20 mm, thickness -1.5 mm) to SS316LN tube (OD -20 mm, thickness-1.5 mm)
- Optimization and verification of weld parameters on tube samples with respect to acceptance criteria of IPR (Annexure -3A or 3B).

#### **5. Shaping and Sizing**

- The shaping and sizing of SS316LN tubes with SC cable to achieve required final dimensions of CICC ( $(15 \text{ mm} \pm 0.1 \text{ mm}) \times (15 \text{ mm} \pm 0.1 \text{ mm})$ )
- Circular compaction of SS316LN tubes from OD-20 mm (with cable inside) to OD - ~19.5 mm
- Square swaging of compacted tube (with cable inside) to  $((15 \text{ mm} \pm 0.1 \text{ mm}) \times (15 \text{ mm} \pm 0.1 \text{ mm}))$
- All the above operation should be done as continuous process / inline operation
- Generating drawings and manufacturing of required compaction and swaging unit appropriate for the inline shaping and sizing of jacket tubes

#### **6. Spooling**

- Spooling of CICC on cylindrical drums (~OD -1.5 m, ~Height -1.5 m)
- Generating drawings and manufacturing of bending arrangement, fixtures for spooling of CICC

#### **7. Manufacturing of long length CICC**

- **Prototype trial** for manufacturing of long length CICC (~100 m) with dummy cable. All the parameters for insertion, welding, compaction, swaging and spooling should be established and verified in this trial. The extensive process verification as well as samples characterization will be done before and during prototyping trials. The required testing and acceptance for prototype CICC will be done as per Annexure-3A.



- **Manufacturing of final CICC** in length as per IPR requirements (L1- ~215 m, L2- ~235 m, L3- ~245 m, L4- ~260 m). The required testing and acceptance for final CICC will be done as per Annexure-3B.

### 8. Testing and Dispatch

- Testing and qualification of CICC as per IPR requirements for prototype and for final CICC.(Annexure-3A & 3B)

The tasks foreseen in this project are given in Table 2. The mentioned task list is for understanding purpose. It may be modified as the project progresses. Further task may get added /deleted during execution of project.

Sr.No	Task	Document to be submitted	Responsible Party
1	Technical specifications and requirements of SST-1 CS CICC	Technical specification for CS coil	IPR
2	Conceptual fabrication report for manufacturing of CS CICC	Concept manufacturing report and Feasibility Report	Vendor
3	Preparation of conceptual manufacturing plan, R&D plan and QA/QA plan for CS CICC	Report and Plan	Vendor
4	Technical review for manufacturing plan and process for CS CICC	Review Report	IPR/ Vendor
5	Preparation of detailed manufacturing plan, QAP plan and R&D Plan for CS CICC	Report and QAP Plan	Vendor
6	Welding trials on tubes and optimization	Report of trials and their optimization	Vendor
7	Compaction trials and process optimization		
8	Swaging trials and process optimization		
9	Bending and spooling trials		
10	NDT trials and its optimization		
11	Prototype trial for manufacturing of long length CICC (~100 m) using dummy SC cable  Technical review of trials and process optimization	Review Report	IPR/ Vendor
12	Inline fabrication of CICC (~260 m) in single length	Manufacturing and Inspection Report	Vendor
13	Inline fabrication of CICC (~245 m) in single length	Manufacturing and Inspection Report	Vendor
14	Inline fabrication of CICC (~235 m) in single length	Manufacturing and Inspection Report	Vendor
15	Inline fabrication of CICC (~215 m) in single length	Manufacturing and Inspection Report	Vendor
16	Testing and qualification of CICC	Test reports	Vendor
17	Technical review of testing and qualification	Review Report	IPR
18	Acceptance & dispatch clearance	Dispatch clearance	IPR
19	Dispatch of CICC to IPR		Vendor

Table 2.List of tasks for manufacturing of CICC for SST-1 CS coil

### **3. Requirements for fabrication of Nb<sub>3</sub>Sn CICC for CS coil**

#### **A. Insertion of SC cables**

- The SC cable of ~ 16.5 mm OD (made of twisted superconducting and copper strands with wrapping of SS foil) should be inserted inside SS316LN pipe in continuous mode (Φ 20 mm OD, 1.5 mm thickness, will be provided by IPR).
- Pickling and cleaning of SS316LN tube should be done before insertion cable.
- There should be no damage to SC cable such as tearing of wrap, local pinching of strands and local bending of cables etc. during insertion of cable inside the tubes.
- Care should be taken that there should be no surface damage (such as dents etc.) to jacket tubes during insertion.
- Care should be taken to minimize the rotation of SC cable inside tube during insertion due to pulling force and stretching. The start portion and end portion of CICC will destructively examine for the same.
- All the QA/QC procedure should be followed as per QAP developed with respect to IPR guidelines (Annexure -2) during insertion operation.

#### **B. Welding of jacket pipes (Orbital welding preferred)**

- The welding should be done with face to face butt joint for tube. No filler should be used for this operation (fuse welding). This operation should be done in line for manufacturing of long length CICC.
- No damage should be done to SC cable during welding operation. The same will demonstrated on dummy cables for short samples. The temperature limit (<200<sup>0</sup>C on SC cable) should be respected during welding of tubes (it can be optimized by trials)
- The required parameter such as welding current, voltage, cycles should be optimized for welding joint as per IPR requirements. It should be validated and verified on SS316LN tube samples.
- The essential characterization tests for weld joints (samples) will be done as mentioned in Annexure-3A
- The weld joint should be leak tight ( $3 \times 10^{-6}$  mbar l/s in sniffer mode,  $< 1 \times 10^{-7}$  mbarl/s in vacuum mode) even after compaction, swaging operation and heat treatment @ 650<sup>0</sup>C for 200 hrs.
- All the QA/QC procedure should be followed as per QAP developed with respect to IPR guidelines (Annexure -2) during welding operation.

#### **C. Compaction of jacketed cables**

- Compaction of jacket tube to required dimension (OD - ~19.5 mm)
- All the QA/QC procedure should be followed as per QAP developed with respect to IPR guidelines (Annexure -2) during compaction operation.

#### **D. Swaging of jacketed cables**

- Square swaging of jacket tubes to required dimension ((15 mm± 0.1mm ) × (15 mm± 0.1 mm ) (Annexure -1 –Cross-section of CICC)
- All the QA/QC procedure should be followed as per QAP developed with respect to IPR guidelines (Annexure -2) during swaging operation.

#### **E. Bending and spooling of CICC**

- No visual damage should be done to CICC during bending and spooling operation on required spool/drum (OD -1.5 m, Height -1.5 m).
- Required care should be taken to avoid twisting and surface damage to CICC during spooling.

#### **F. Testing and Acceptance**

- As per Annexure 3A & 3B

#### **G. Supply and Dispatch**

- The Nb<sub>3</sub>Sn CICC spools should be supplied in rigid wooden box for easy handling and its transfer.

### **4. Qualifications and Acceptance Tests**

The details of test requirements and acceptance criteria's are mentioned in Annexure-3A and 3B. The satisfactory fulfillment of mentioned tests at each stage will be the critical acceptance criteria for CS CICC.

**Note: All the applicable standards (ASME for welding and NDE), (ASTM for mechanical and metallurgical testing) should be followed during this project. IPR and vendor will select the applicable standards during finalization of Quality control and quality assurance plan for this project.**

## ANNEXURE- B: GENERAL TERMS AND CONDITIONS

### 1. Responsibilities

- IPR will provide the FIM of the required quantity (to be agreed between IPR and vendor)
- Vendor will be responsible for,
  - ✓ Handling SC cable carefully to avoid any damages
  - ✓ Welding of jacket tubes without damaging SC cable
  - ✓ Weld mechanical joints performance as per acceptance criteria – Annexure 3A & 3B
  - ✓ Sizing and shaping of CICC as per the specifications
  - ✓ Spooling of CICC and its dispatch to IPR
  
- Jacketing line developed under this contract will be with vendor. Vendor can use this facility for other manufacturing works without compromising on machine/equipment performance. Vendor will give priority to IPR as and when required for CICC manufacturing in future.

### 2. Acceptance Criteria

- Satisfactory trials and process optimization as per IPR requirements described in this document.
- Satisfactory fulfillment of test requirements and acceptance as mentioned in Annexure -3A and 3B.

### 3. Delivery : Ten month from date of letter of intent

### 4. Free Issue Material

The material mentioned in Table.3 by IPR. The necessary insurance, transfer cost for FIM etc. will be paid by vendor.

Sr.No.	Component	Material	Quantity	Approx. value of FIM (Rs.)
1	SC cable	Nb <sub>3</sub> Sn + Copper Cable + Wrapping foil	~1100 m (Length)	3.5 crore
2	Jacket tube	SS 316 LN	185 No (6 m each)	6 lakh
<b>Total value of FIM Rs.</b>				<b>3.56 crore</b>

Table 3. Free issue material for CICC fabrication

### 5. Required Technical reports / Documents

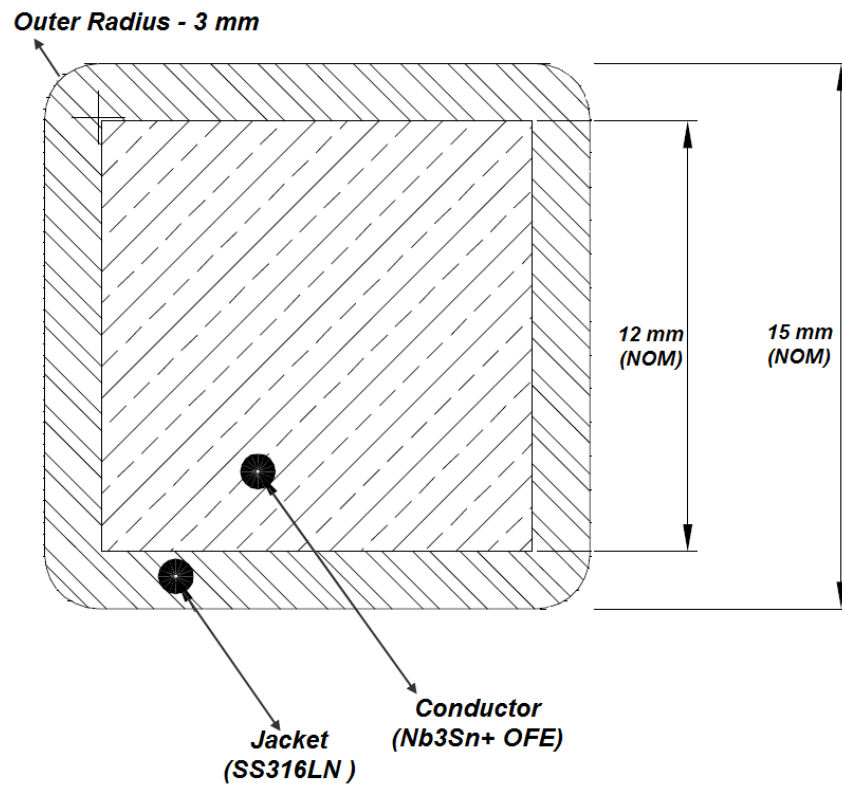
- ✓ Manufacturing and R& D plan
- ✓ Quality Assurance Plan and Quality Control Plan
- ✓ Drawings of various station in manufacturing line
  - Insertion station
  - Welding station
  - Compaction unit and its dies
  - Swaging unit and its dies
  - Bending and straightening unit
  - Spooling drum
- ✓ Detail report for R&D, trials and optimization for various processes
  - Insertion of cable in CICC

- Welding of jacket tubes
- Compaction and swaging process.
- ✓ Inspection and qualification reports at various stages with respect to acceptance mention in Annexure -3A and 3B
- ✓ Detail report for qualification tests and acceptance test for SST-1 CS CICC.

#### **6. Warranty**

Vendor should agree for 12 months of warranty for the mechanical process carried out by him from the date of manufacture at purchaser's works or 15 months from the date of dispatch from supplier.

**Annexure 1: Drawing of Cross- section for SST-1 CS CICC**



**Annexure 2: QAP guidelines by IPR (attached as separate document)**

### Annexure 3:

#### a) Acceptance and qualification tests for SST-1 CS CICC - prototype and samples)

Sr. No	Process	Tests / Qualification	Parameters / Requirement
1	Welding of Tubes  -(Welding of short samples of SS316LN empty tubes)  -(Welding of short samples of SS316LN tubes with dummy cable)	Weld condition	
		✓ Weld penetration	Satisfactory as per applicable ASME standard
		✓ Weld strength	> Base metal
		✓ Weld overlap	365 degree
		Mechanical Characterization at Each stage before & after HT	UTM: 650 MPa @ RT min YS: 450 MPa @ RT Min Extension :35% @ RT min
		✓ Tensile testing	
		✓ Hardness testing	~250 VHN
		✓ Impact testing	~18 J (absorbed energy at RT)
		✓ Fatigue testing _LCF	> 20000 Cycle at given strain/stress (~ 300 MPa)
		Metallurgical	
		✓ Weld zone microstructure	Mostly austenitic matrix
		✓ Fracture analysis	Ductile failure with dimpled structure
		Condition of dummy cables after welding of tube and temperature measurements during welding	No damage should be done to dummy cables.
NDT – Online eddy current or suitable NDE preferred during ~100 m prototyping of CICC	As per ISO 5817 & ISO 17643 for eddy current testing		
The short samples can be qualified by DPT, ultrasonic or radiography	As per ISO 5817 and ISO 11666 for ultrasonic testing		
2	Insertion of cable	Visual inspection & dimensions	No damage to SC cable such as tearing of wrap, local pinching of strands, and local bending of cables etc. during insertion of cable inside the tubes.  No surface damage (such as dents etc.) to jacket tubes during insertion.
3	Compaction of tube	Dimensions and surface condition	~ Φ19.5 mm, Satisfactory as mentioned earlier
		Characterization as mentioned above in Sr. No 1 of this table	Satisfactory as per IPR requirements as mentioned above in Sr. No 1 of this table
4	Swaging of tube	Dimensions and Surface condition	(15 mm ± 0.1 mm) ×(15 mm ± 0.1 mm) as per Annexure 1
		Characterization as mentioned above in Sr. No 1 of this table	Satisfactory as per IPR requirements

5	Bending and spooling	Dimensions and surface condition	No surface damage (such as dents, wrinkling, twisting, surface cracks etc.) to jacket tubes during bending and spooling
6	SST-1 CS CICC Prototype (Single length - ~100 m)	Overall dimensions	Satisfactory as per Annexure 1
		Leak testing in vacuum as well as in sniffer mode	3×10 <sup>-6</sup> mbar l/s in sniffer mode  1×10 <sup>-7</sup> mbar l/s in vacuum mode
		Flow test with GHe/GAr at RT	Inlet Pressure : 5 Bar Inlet Flow rate : ~0.05g/s Pressure Drop per mtr :~0.4 mbar
		Surface condition	No surface damage (such as dents, wrinkling, twisting, surface cracks etc.) to CICC



**b) Acceptance and qualification tests for SST-1 CS CICC - Final CICC**

Sr. No	Process	Tests / Qualification	Parameters / Requirement
1	Welding of tubes	Random sampling	-
		NDT – Online preferred by Eddy Current technique or any other suitable NDE technique	Online monitoring of weld joints. The acceptance criteria will be as per applicable ISO standard  ISO 5817 & ISO 17643 for eddy current testing  ISO 5817 and ISO 11666 for ultrasonic testing
2	Compaction of tube	Dimensions and surface condition	~ Φ19.5 mm OD No surface damage (such as dents, twisting, surface cracks etc.) to jacket tubes
3	Swaging of tube	Dimensions and surface condition	(15 mm ±0.1 mm) ×(15 mm± 0.1 mm)
4	Bending and spooling	Dimensions and surface condition	No surface damage (such as dents, wrinkling, twisting, surface cracks etc.) to jacket tubes during bending and spooling
5	SST-1 CS CICC (Single length of L1- 215 m, L2- 235 m, L3- 245 m, L4 - 260 m)	Overall dimensions	Satisfactory as per Annexure 1
		Leak testing in vacuum as well as in sniffer mode	3×10 <sup>-6</sup> mbar l/s in sniffer mode 1×10 <sup>-7</sup> mbar l/s in vacuum mode
		Flow test with GHe/GAr at RT	Inlet Pressure : 5 Bar Inlet Flow rate : ~0.05g/s Pressure Drop per mtr :~0.4 mbar
		Surface condition	No surface damage (such as dents, wrinkling, twisting, surface cracks etc.) to CICC

**(1) INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS**

- 1.1 The quotation and any order resulting from this tender/enquiry shall be governed by our General Conditions of contract and supplier quoting this tender shall be deemed to have read and understood the same in toto.
- 1.2 Where counter terms and conditions have been offered by the supplier, the same shall not be deemed to have been accepted by us, unless our specific written acceptance thereof is obtained.
- 1.3 **Tender Fee:** Tenders received without the prescribed Tender fee will be rejected.
- 1.4 **Eligible Bidders**
- 1.4.1 This Invitation of Bids is open to all suppliers who meet the **Eligibility criteria** mentioned in the tender documents.
- 1.4.2 The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 1.5 **Clarifications:**
- 1.5.1 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.
- 1.5.2 Bids shall be complete in all respects and shall include properly filled in prices, other specifications, schedules, relevant drawings and catalogues as necessary along with the bid covering letter, all in duplicate.
- 1.6 **Scope of work/Supply and Specifications:**
- 1.6.1 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.
- 1.6.2 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.
- 1.7 **Alteration of specifications, Patterns and Drawings:**
- 1.7.1 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.

- 1.7.2 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.
- 1.8 **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.
- 1.9 **Subletting or Assignment of Contract:**
- 1.9.1 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.
- 1.9.2 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.
- 1.9.3 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.
- 1.10 **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.
- 1.11 **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.
- 1.12 **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.
- 1.13 **Manner & method for submission of tenders**
- 1.13.1 **Language of Bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.

1.14 **Submission of tenders:**

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

1.14.2 **Part-A (Techno-commercial):** This part of the tender shall include/contain all technical details, technical specifications, drawings and also the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

**Part-A (Techno-commercial)** should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar equipment, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure, itemized list of spares and quantity (without price) recommended by the tenderer for purchase, term of price, mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. This part of the tender, i.e. Part-A (Techno-commercial without price) shall be enclosed separately in an envelope duly sealed and super scribed with the purchaser's tender number and the last date and time specified for receipt and opening indicated in the instruction sheet of this tender document. The tenderer shall take special care NOT TO MIX UP the price of the stores in this part of the tender.

1.14.3 **Part-B (Price):** This part should contain only the prices of the stores offered for the services to be rendered.

**Part-B (Price)** shall include/contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchaser's engineers wherever applicable, lumpsum charges for erection and commissioning work or per diem charges for the supervision of erection and commissioning work as is envisaged in the Purchaser's tender document, testing charges, third party inspection charges, etc. This part of the tender, i.e. Part-B (Price) shall be enclosed separately in an envelope duly sealed and superscribed with the Purchaser's tender number and the last date and time specified for receipt and opening of the tenders as in the tender document.

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

1.14.5 **Deadline for submission of Bids:**

1.14.5.1 Bids must be received by the Purchaser at the address specified in Invitation for bids not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. Any delay / loss in transit for submitting the hard copy of the bid will not be entertained.

1.14.5.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by issuing a **Corrigendum** in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.14.6 **Late Bids:**

1.14.6.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.14.6.2 Such tenders shall be marked as late and not be considered.

1.15 **Confidentiality:**

1.15.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until the Purchase Order is released.

1.15.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.16 **Bid Prices:**

1.16.1 The Bidder shall indicate on the appropriate price schedule form, the Unit prices and total bid prices of the goods it proposes to supply under the contract. Bidders should confirm that the price quoted is the lowest export price applied to scientific and educational institute in India.

1.16.2 Quotation should be submitted on door delivery basis without extra charge wherever possible. For quotations on Ex-Works, Ex-godown basis the approximate packing and forwarding charges should be indicated by the supplier. In the case of local suppliers, the material is to be delivered at our stores free of charge. Unit rate/s should be valid throughout the validity of purchase order/contract period for addition/deletion purposes. Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/extended validity of purchase order/contract.

1.16.3 The prices quoted must be FIRM and preference will be given to such tenders. In exceptional cases (e.g. items involving substantial use of raw materials susceptible to sharp fluctuations in prices) if prices quoted subject to variation it shall be on the basis of a standard 'Price Variation Formula'. The basis for calculation shall be very clearly stated. Here again preference will be given to the tenders with a specific ceiling on escalation. Price escalations occurring during the extended delivery period are not allowed. However, PVC is considered only if the delivery period is more than 18 months.

1.16.4 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.

1.16.5 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.

1.16.6 The purchaser reserves the right to accept tenders for any quantity of his choice and the tenderer shall be bound to accept a contract for any quantity. The Purchaser also reserves the right to accept or reject lowest or any tender in full or in part without assigning any reasons. If tenderer wishes, they can offer price for different quantity slabs.

1.17 **TDS/Work Contract Tax/or any other leviable taxes or duties:** If applicable, the same shall be recovered from the contractors bill and necessary certificate will be issued to the contractor.

- 1.18 Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
- 1.19 IPR shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted.
- 1.20 **Sales tax/VAT:** IPR does not issue "C" or "D" form. The percentage of Sales Tax/VAT, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.
- 1.20.1 **VAT Registration:** Bidder may submit a copy of VAT Registration certificate along with their quotation (if applicable).
- 1.21 **Service Tax:** Wherever Service tax is applicable, it should be mentioned clearly. You may indicate percentage of Service Tax in your quotation.
- 1.22 **Excise Duty:** IPR is exempted from payment of Excise Duty under Government of India Notification No.10/97-CE (Central Excise) dated 1-3-1997. Excise Duty Exemption Certificate, wherever applicable, and as per rules will be issued at the appropriate time. Hence Excise Duty should not be included in the BID. However, prevailing percentage of Excise Duty may be indicated.
- 1.23 **Customs Duty:** IPR is exempted from payment of Customs Duty as per notification No.51/96 Customs. However from 1st March 2002 the Government of India has imposed an advalorem Customs Duty up to 5% vide Notification 24/2002 Customs on all imports covered under Notification No.51/96 as amended by notification no. 24/2007 Customs dtd. 1-3.2007. Accordingly Certificate will be issued from IPR. Bidders are requested to take into account this at the time of submitting the bids.
- 1.24 **Packing, forwarding and insurance:** The contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of the packages shall be done by and at the expense of the contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor and the purchaser shall pay only for such as are actually received in good conditions, in accordance with the contract.
- 1.25 **Octroi:** Octroi is not applicable in our case.

**Delivery Date:** Delivery of the material to be completed within 10 months from the date of Letter of Intent.

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.

- 1.26 **Despatches:** The contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Lorry Receipt. If sent in any other mode, it is at the risk

of the contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the contract.

1.27 **Acceptance of Stores:**

(a) The contractor shall tender the stores for inspection at such places as may be specified by the purchaser at the contractor's own risk, expenses and cost.

(b) It is expressly agreed that the acceptance of the stores contracted for is subject to final approval by the Purchaser, whose decision shall be final.

1.28 **Inspection:** Materials on its arrival at IPR will be inspected by Stores Officer, and his decision in the matter will be final.

1.29 **Earnest Money Deposit (EMD):**

1.29.1 The e Bidder shall submit, as part of its bid, interest free Earnest Money Deposit (EMD) for an amount as specified in the Invitation for Bids. EMD shall be submitted by way of Demand Draft from **any scheduled bank** issued in favour of "**Institute for Plasma Research**" and payable at **Ahmedabad**. **Tender received without EMD will be rejected. (For this tender, the EMD amount is Rs.1,50,700/-).**

1.29.2 The EMD of unsuccessful Bidder will be discharged/returned after finalizing award of the Contract/placement of Purchase order.

1.29.3 The successful Bidder's EMD shall be discharged upon the Bidder submitting the Security Deposit as specified in the contract/purchase order, without any interest.

1.29.4 **Exemption from payment of EMD:** The firms registered with DGS&D, NSIC and registered MSME's are exempted from payment of EMD subject to submission of valid registration certificate. In the case of foreign bidders, payment of EMD is exempted if they submit their bid directly or through their Indian agent in **foreign currency** against the tender document bought by them, so that the order can be placed directly on their Principals.

1.30 **The EMD may be forfeited:**

1.30.1 If a Bidder 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

1.30.2 In case of a successful Bidder, if the Bidder 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.

1.31 **Period of validity of Bids:**

1.31.1 Bids shall remain valid for minimum of 120 days after the date of bid opening prescribed by the Purchaser.

1.31.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request for extension will not be required nor permitted to modify its bid.

- 1.32        **Clarification of Bids:**  
To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
- 1.33        **Preliminary Examination:**
- 1.33.1      The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in the tender specification/documents have been provided, and to determine the completeness of each document submitted.
- 1.33.2      The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- 1.33.3      Tenders submitted in accordance with the tender specification/documents.
- 1.33.4      All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
- (i)        The Bid is unsigned.
  - (ii)       The Bidder is not eligible.
  - (iii)      The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
  - (iv)      Bidder has not agreed to give the required Security Deposit
  - (v)       The goods quoted are sub-standard, not meeting the required specification, etc.
  - (vi)      Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
  - (vii)     The tenderer has not agreed to any essential condition(s) incorporated in the tender enquiry.
- 1.34        **Responsiveness of Bids:**
- 1.34.1      Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:
- (a)       affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b)       limits in any substantial way, inconsistent with the Bidding Documents, the Purchasers rights or the Bidders obligations under the Contract; or
  - (c)       if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.



- 1.34.2 The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.34.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- 1.35 **Non-Conformity, Error and Omission:**
- 1.35.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.
- 1.35.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.35.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.35.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its EMD may be forfeited.
- 1.36 **Examination of Terms & Conditions, Technical Evaluation:**
- 1.36.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the tender documents have been accepted by the Bidder without any material deviation or reservation.
- 1.36.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with the technical specifications mentioned in the tender documents, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.36.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with the tender specification, it shall reject the Bid.

1.37 **Conversion to Single Currency:**

To facilitate evaluation and comparison, the Purchaser may convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees.

1.38 **Evaluation and comparison of Bids:**

1.38.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.38.2 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

- (a) The price of the goods quoted ex-works including all taxes already paid.
- (b) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (c) Charges like packing, forwarding, insurance and transportation/freight required for delivering the goods at the desired destination.

**Note:** Where there is no mention of packing, forwarding, freight, insurance, taxes etc. such offers shall be treated as incomplete.

1.39.4 The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with the tender specifications.

1.40 **Contacting Purchaser**

1.40.1 Subject to clause No.1.33 hereinabove, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.40.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

**1.41 Award of Contract:**

1.41.1 **Negotiations:** There shall not be any negotiation normally. Negotiations, if at all, shall be an exception with the lowest evaluated responsive bidder.

1.41.2 **Award Criteria:** Subject to the conditions mentioned under clause No.1.41.3, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.41.3 **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.41.4 **Purchaser's right to vary Quantities at the time of Award of contract:** The Purchaser reserves the right at the time of Contract award to modify the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, if it is felt absolutely necessary.

1.41.5 **Notification of Award:** The Purchaser will notify the successful bidder in writing by registered letter/speed post or fax or e-mail that the bid has been accepted and a separate purchase order shall follow through post.

1.41.6 Until a formal contract/purchase order is prepared and executed, the notification of award should constitute a binding contract.

**Security Deposit:**

1.41.7 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish Security Deposit for 10% of the contract/order value by way of Bank Guarantee valid till final acceptance of the material.

1.41.8 In case the tenderer is registered with DGS&D, NSIC or MSME's, they can be considered for exemption from Security Deposit to the extent of the monetary limit of such registration, subject to production of proof of valid registration certificate.

1.41.9 The Security deposit shall be forfeited in case the selected Bidder does not start the work within the time limit specified or fail to complete the work within the stipulated delivery period or fail to comply with any of the terms and conditions in the purchase order/contract.

1.41.10 The Security Deposit shall be submitted in Indian Rupees for the offers received for supplies within India and submitted in the currency of the contract in the case of offers received for supply from foreign countries.

1.41.11 The Security Deposit shall be in one of the following forms:

A Bank guarantee issued by SBI/Nationalized Bank or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) located in India for the offers received for supplies within India and in the

case of imports a first class international reputed bank with preferably its operating branch in India in the form provided in the bidding documents.

- 1.41.12 The Security Deposit will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations without levy of any interest.
- 1.41.13 Whenever, the bidder submits the Security Deposit in the form of Bank Guarantee, he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.)/Speed post/Courier an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**(2) GENERAL CONDITIONS OF CONTRACT**

**2.1 Scope of supply:**

The Goods and related services as specified in the contract/purchase order is/are to be supplied as per the specifications and technical details mentioned in the tender documents.

**2.2 Suppliers Responsibilities:**

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the Contract/purchase order, and the Delivery and Completion Schedule, as per Clause relating to delivery and document.

**2.3 Standards:**

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

**2.4 Use of Contract Documents and Information**

- 2.4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 2.4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document for information enumerated above except for purposes of performing the Contract.
- 2.4.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## 2.5 **Patent Indemnity**

2.5.1 The Supplier shall, subject to the Purchasers compliance with Clause 2.5.2 mentioned herein below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorneys fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in India; and
- (b) the sale in any country of the products produced by the Goods.

2.5.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchasers name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

## 2.6 **Security Deposit:**

The Contractor shall execute a Bank Guarantee from SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank) valid till final acceptance of the goods for 10% of contract value towards Security Deposit for faithful execution of the contract. This Bank Guarantee shall be furnished within 21 days from the date of LOI/Purchase order.

## 2.7 **Terms of Payment:**

2.7.1 10% advance against submission of Bank Guarantee for an equivalent amount valid till delivery of the entire material covered in the contract/purchase order. This payment will be made only after signing the contract/Purchase order and submission of Security Deposit.

2.7.2 10% advance against submission of Drawings, R&D & Q/A plan for CS CISS and on submission of Bank Guarantee for an equivalent amount, valid till delivery of the entire material and on receipt of proforma invoice.

2.7.3 10% on completion of R&D on a 10 m length pre prototype CICC and on submission of Bank Guarantee for an equivalent amount, valid till delivery of the entire material and on receipt of proforma invoice

2.7.4 20% after submission and acceptance of Prototype of long length CICC (100 m) against submission of Bank Guarantee for an equivalent amount, valid till delivery of entire material and on receipt of proforma invoice.

2.7.4 50% against delivery of final CICC at IPR site, its verification by IPR representative and on receipt of final invoice.

2.7.5 **Advance payments other than mentioned above will be loaded with interest @ 12% p.a. up to the delivery period quoted for the purpose of comparison of price amongst the bidders.**

2.7.6 Wherever, advance payment is involved, it will be paid only against submission of Bank Guarantee from SBI/nationalized banks or any one of the scheduled banks

mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank). Bank Guarantees should be furnished as per IPR format.

2.7.7 **Bank Charges:** All bank charges to be borne by the Contractor/Supplier.

2.7.8 No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.

**2.8 Delivery:**

Delivery of the material to be completed within 10 months from the date of Letter of Intent.

**2.8.1. Extension of delivery period:**

2.8.1.1 Delivery of the Goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser

2.8.1.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Supplier's notice, Purchaser shall evaluate the situation and may, at its discretion, extend the Suppliers time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.8.1.3 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.

**2.8.2 Delay in completion/Liquidated Damages:**

2.8.2.1 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.

2.8.2.2 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.

**2.8.3 Recovery of Sums Due:**

2.8.3.1 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.

2.8.3.2 All demurrage, wharf age 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.

**2.9 BAR/PERT Chart:**

To be provided as per the requirement of Purchaser.

**2.10 Subcontracts:**

The Contractor shall not subcontract, awarded under this Contract/purchase order if not already specified in the tender document.

**2.11 Assignment:**

The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

**2.12 Termination for Default**

2.12.1 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.

2.12.1 In the event the Purchaser terminates the contract in whole or in part as provided in clause No.2.12.1 hereinabove, 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 No.2.8.2 above until such reasonable time as may be required for the final supply of stores.

2.12.2 If the contract is terminated as provided in clause No.2.12.1, 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 there in after 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.

2.12.4 In the event the Purchaser does not terminate the Contract as provided in Clause No. 2.12.1 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 2.8.2 until the Stores are accepted.

2.13 **Termination for Insolvency:**

The Purchaser may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be 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.

2.14 **Termination for Convenience:**

2.14.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice for termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.

2.14.2 IPR shall have the right to accept or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.15 **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.

2.16 **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 No.2.12 and its



sub-clauses 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 No. 2.17.

## **2.17 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) The Stores/material/goods/equipment offered by the bidder should be guaranteed for a minimum period of twelve months from the date of acceptance, against defective materials, design, workmanship, operation or manufacture. 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 12 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 twelve months after the acceptance of the stores 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 2.17 (a) to (c) above, the Contractor shall furnish a Bank Guarantee as per IPR format from a nationalized/scheduled Bank for an amount equivalent to 10% of the value of the Contract. The Bank Guarantee shall be valid through out the guarantee/warranty period. 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 12 months from the date of arrival of Stores/Goods at Purchaser's site.

## **2.18 Contractor's Liability for Defective Stores:**

- 2.18.1 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 12 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.

2.18.2 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 above.

2.18.3 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.

2.19 The Contractor/Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores/material/goods/equipment for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.

2.20 **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.

2.21 **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.

2.22 **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 have come into force during the extended delivery period.

2.23 **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 or other officers authorized by him for and on behalf of the Purchaser.

2.24 **Jurisdiction:** The contract/Purchase order shall be governed by the Laws of India for the time being in force. The Courts of Ahmedabad only shall have jurisdiction to deal with and decide any legal or dispute arising out of this contract.

2.25 **Settlement of disputes:**

2.25.1 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.

2.25.2 If the parties have failed to resolve their dispute or different 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.

2.25.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration

proceedings. The dispute shall be referred to the Arbitrators one each nominated by the Purchaser and Contractor from their respective organizations. In case the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor and whose decision will be final and binding on both the parties.

- 2.25.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 2.25.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any due to the Supplier.
- 2.26 **Permits and Licenses:** The Contractor shall secure and pay for all permits and licence which he may require to comply with in respect of all laws, ordinances and regulations of the Government or Public Authorities in connection with the performance of his obligations under the Contract. The successful contractor shall be responsible for all damages and shall indemnify and save the Purchaser harmless from and against all claims for damages and liability which may arise due to his failure to comply with what is stated above.
- 2.27 **Training:** The successful tenderer shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering or technical personnel for their active association on the manufacturing process throughout the manufacturing period of the Contract/stores, number of such personnel to be mutually agreed upon. 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.
- 2.28 **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.
- 2.29 **Test Certificate:** Wherever required, test certificates should be sent along with the despatch documents.
- 2.30 **Indemnity:** The Contractor shall warrant and be deemed to have warranted that all stores supplied against this contract are free and clean of infringement of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent. Registration of design or Trade Mark and shall all risk of accidents of damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract.
- 2.31 **Counter terms and conditions of Suppliers:** Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser unless specific written acceptance thereof is obtained.
- 2.32 **Erection of plant & Machinery:**

- 2.32.1 Tenderers must clearly and separately furnish in their offers the terms of supervision of erection and commissioning particularly in respect of plant/machinery/equipment.
- 2.32.2 Whether erection of a plant or machinery is the responsibility of the contractor as per the terms of the contract and in case the contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The contractor shall, however, not be entitled to any gain due to such an action by the Purchaser.
- 2.32.3 In respect of Contractors involving installation and commissioning by the overseas supplier where identifiably charges for the same has been quoted by the tenderer, he shall bear the income tax liability as per the rates prevailing at the time of undertaking the job in accordance with the income tax act in force in India, which at present is 20% on the installation and commissioning charges.
- 2.32.4 In all cases where contracts provide for supervision of erection and commissioning or for test at the Purchaser's premises the Purchaser except where otherwise specified, shall provide free of charge, such labour, Materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded by the contractor to carryout efficiently such supervision of erection and commissioning and for the requisite test. In case of contracts requiring electricity for the completion of erection and commissioning and testing at site, such electricity shall be supplied free to the Contractor.

2.33 **Free Issue Material (FIM) (If specified in the tender documents):**

- 2.33.1 Wherever contracts envisage supply of Free Issue Material (FIM) by the Purchaser to the contractor, such Free Issue Material shall be safeguarded by an insurance policy to be provided by the Contractor at his own cost for the full value of such materials and the insurance policy shall cover, the following risks specifically and shall be valid for six months beyond the contractual delivery date.
- **Risk to be covered:** Any loss or damage to the Purchaser's material due to fire, theft, riot, burglary, strike, civil commotion, terrorist act, natural calamities etc. and any loss or damage arising out of any other causes such as other materials falling on purchaser's materials.
  - **Insured by:** (Name of the Contractor)
  - **Beneficiary:** Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar-382428.
  - **Amount for which insurance policy to be furnished: Rs. 3.56 Crore**

Free Issue Material (FIM) will be issued to the Contractor only after receipt of the Insurance Policy from the Contractor. The contractor shall arrange collection of the FIM from the Purchaser's premises and safe transportation of the same to his premises at his risk and cost.

Notwithstanding the insurance cover taken out by the Contractor as above, the contractor shall indemnify the purchaser and keep the Purchaser indemnified to the

extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the FIM is rendered and the left over/surplus and scrap items are returned to the Purchaser. The contractor shall not utilize the Purchaser's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Purchaser and in which case, the Contractor shall be liable to the Purchaser to pay compensation to the full extent of damage/loss. The Contractor shall be responsible for the safety of the free issue materials after these are received by them and all through the period during which the materials remain in their possession/control/custody. The free issue materials on receipt at the Contractor's works shall be inspected by them for ensuring safe and correct receipt of the material. The Contractor shall report the discrepancies, if any, to the Purchaser within 5 days from the date of receipt of the material. The Contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIM from whatever cause arising whilst the said materials remain in their possession/custody or control. The FIM shall be inspected periodically at regular intervals by the Purchaser for ensuring safe preservation and storage. The contractor shall also not mix up the FIM with any other goods and shall render true and proper account of the materials actually used and return balance remaining unused material on hand and scrap along with final product and if it is not possible within a period of one month from the date of delivery of the final product covered by this purchase order. The Contractor shall also indemnify the Purchaser to compensate the difference in cost between the actual cost of the FIM lost/damaged and the claim settled to the Purchaser by the insurance company. The decision of the Director, Institute for Plasma Research, as to whether the Contractor has caused any loss, destruction, damage or deterioration of the FIM while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the government, shall be final and binding upon the Contractor.

- 2.34 **Governing Language:** The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.
- 2.35 **Applicable Law:** The Contractor shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in the Contract.
- 2.36 **Taxes and Duties:**
- 2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- 2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- 2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 2.36.4 All payments due under the contract shall be paid after deduction of statutory levies (at source)(like ESIC, WCT, IT, etc.) wherever applicable.
- 2.36.5 **Excise Duty:** If the supply is within India, this institute is exempted from payment of Excise Duty as per notification No.10/97 Central Excise, dated 1st March, 1997 as amended by notification no. 16/2007 - Central Excise dtd. 1.03.2007.

2.36.6 **Customs Duty:** If the supply is from abroad this institute is permitted to import goods as per notification No.51/97 as amended by notification No.24/007 Customs dated 01.03.2007.

2.36.7 We do not issue C/D form.

2.37 Late/delayed tenders will not be accepted. Incomplete tenders may be rejected at the discretion of IPR.

2.39 **IPR is not bound to accept the lowest tender. IPR reserves the right to select any vendor at its sole discretion.**

2.40 **Result of the tenders:** Unsuccessful tenderers will not be informed of the result of their tenders.

2.41 The Director, IPR reserves the right to accept or reject any quotation/tenders fully or partly without assigning any reason.

2.42 IPR reserves the right to place order on a single party or to split the order at its sole discretion.

**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 “Fabrication and supply of long length cable in conduit conductor (CICC) for SST-1 new CS coil” (Tender No.IPR/TN/PUR/1/15-16 dated 07/04/2015). 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:**

**bidder:**

**Name of the**

**Official Seal:**

**Note: A copy of the terms and conditions {Part-A(ii)} duly signed should accompany your quotation.**

**PRICE BID FORMAT**

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

<b>Sr.No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>UOM</b>	<b>Currency</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Fabrication and supply of long length cable in conduit conductor (CICC) consists of followings: <ul style="list-style-type: none"><li>• Tube cleaning and preparation</li><li>• Cable insertion</li><li>• Orbital welding</li><li>• NDT online testing</li><li>• Circular compaction</li><li>• Swaging</li><li>• Straightening , Spooling</li><li>• Testing and validation</li><li>• Packaging and forwarding</li></ul>	1100	Mtrs.		-	
2.	Other charges, if any					
	<b>Total</b>					



Description	Indicate percentage except Freight		
	Percentage	Included	Excluded
Packing and forwarding			
Excise Duty			
Sales Tax/VAT			
Insurance			
Service Tax, if any			
Freight			

Description	Vendor Terms
Delivery terms	
Warranty	
Payment	
Delivery schedule	
Validity	
Any other terms	

**Place:**

**Date:**

**Signature of Bidder with seal**