



**INSTITUTE FOR PLASMA RESEARCH**  
(An Autonomous Institute of Department of Atomic Energy, Govt. of India)  
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**Form No: IPR-LP-01**

**INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS**

1. The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/Purchase Order and supplier quoting this enquiry shall be deemed to have read and understood the same in toto.
2. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by IPR unless our specific written acceptance thereof is obtained.
3. **Quotation:** Quotation should be submitted in the prescribed QUOTATION FORMAT attached with this Enquiry and the same should be submitted to the Purchase Officer, IPR in a sealed envelope superscribing the same with our enquiry No., date, due date and brief description of item on or before the due date. Late/delayed/incomplete quotations will not be considered. Envelopes received without Enquiry number, date, due date and brief description of item may be rejected. The quoted prices should be firm for a period of 90 days from due date for placing order. IPR is not bound to accept lowest rate/s. IPR reserves the right to place on one or more parties. The scope of supply includes insurance by the Contractor/Supplier.
4. **Specifications:** Material should be offered strictly confirming to our specifications/drawings. Deviation, if any, should be clearly indicated by the supplier in their quotation. The Tenderer should also indicate the Make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation. Clarification/s on drawings should be obtained before submitting quotation.
5. **Terms of Prices:** Quotation should be submitted on door delivery basis without extra charge wherever possible. For quotations on Ex-Works, Ex-godown basis the approximate packing and forwarding charges should be indicated by the supplier. In the case of local suppliers, the material is to be delivered at our stores free of charge.
- 5.1 In respect of tenders on Ex-works basis, in case the tenderer has not mentioned in the offer packing, forwarding and transportation charges for safe delivery up to Purchaser's site, 2% of the price quoted towards packing (in respect of both local and outstation firms), 1% of the basic price quoted towards safe delivery charges in respect of local tenderer and 3% of the basic price quoted towards safe delivery charges in respect of outstation firm will be added for comparison of offers on safe door delivery at Purchaser's site.
- 5.2 Prices are required to be quoted according to the units indicated in the tender form/Enquiry. 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
6. 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. Unsigned quotations will summarily be rejected. If there is a discrepancy between the unit price and total price, unit price shall prevail.
7. 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 rate quoted.
8. **Excise Duty:** As per notification No. 10/97-C.E. (Central Excise), dated 01/03/97, IPR is entitled to avail Excise Duty exemption. Necessary exemption certificate will be issued, wherever applicable. Hence please do not include Excise Duty in Your Quotation. However, if Excise Duty Exemption Certificate is not acceptable, vendor should specify the applicable Excise Duty in their tender.
9. **Sales Tax etc.:** We have no "C" or "D" form. The percentage of Sales-tax, Surcharge and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.
10. **Octroi:** Presently Octroi is not applicable.
11. **Earnest Money Deposit (EMD):** Tenderer should furnish EMD if asked for by the Purchaser.
12. **Delivery Date:** Delivery period is essence of the Contract. Supplier must indicate the firm delivery date by which the materials will be dispatched/delivered by them from the date of our order. Delivery period shall be clearly indicated against each item separately.
13. **Purchase Preference:** In respect of offers from Central Public Sector Enterprises, they will be eligible for purchase preference, if any, when they compete with the Private Sector Units as per the policy of the Government of India in force at the time of evaluation provided their offer is technically suitable.
14. **Price Preference For Micro & Small Enterprises:** In respect of offers from SSI units and Micro & Small Enterprises (MSEs) registered with appropriate Government authorities will be eligible for price preference, as admissible as per the policy of Government of India provided their offer is technically suitable.
15. **Liquidated Damages:** . If the contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option either:

- 15.1 To recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 2% of the price of any stores which the contractor has failed to deliver as aforesaid, for each month or part of a month, during which the delivery of such stores may be in arrears, or
- 15.2 To recover from the Contractor, at the sole discretion of the Purchaser, token liquidated damages up to 10% of the normal liquidated damages may be imposed.
- 15.3 Conditions under which Liquidated Damages will be levied are as under:

CONDITION	LEVY OF LIQUIDATED DAMAGES
i) Delay in supplies resulted in monetary loss actual/demonstrable and supplier was fully responsible for the delay	Full Liquidated Damages will be levied as specified.
ii) Delay in supplies resulted in monetary loss actual/demonstrable but the supplier was responsible only for part of the delay and remaining part of the delay was beyond their control and attributable to the purchaser.	Full Liquidated Damages will be levied as specified for which supplier is responsible.
iii) Delay in supplies resulted in monetary loss actual/demonstrable and entire delay was due to circumstances beyond their control and fully attributable to the Purchaser	Liquidated Damages may be waived in full.
iv) Delay in supplies. However, monetary loss actual/demonstrable cannot be certified	Token Liquidated Damages equal of 10% of full Liquidated Damages will be levied.

16. **Inspection:** Materials on its arrival at IPR will be inspected by our Engineer/Stores Officer, and his decision in the matter will be final. However, where the items are required to be inspected at the Suppliers Premises, Supplier has to give advance notice to the Purchase regarding readiness of the material to enable Purchase/Stores section to depute his representative for inspection.
17. **Payment:** Payment will be arranged for accepted materials only within 30 days from the date of receipt of materials at IPR and bills in our accounts section, completed in all respects.
18. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
19. **Guarantee:** The Stores offered should be guaranteed for a minimum period of twelve months, from that date of acceptance, against defective materials, design, workmanship, operation or manufacture. For defects noticed and communicated during the Guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notifications. In case where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.
20. **Performance Bank Guarantee:** If demanded by IPR, the successful bidder will have to furnish Performance Bank Guarantee for 10% of the order value (basic price) from a Nationalised/Scheduled Bank/State Bank of India, valid throughout the Guarantee/Warranty period. The scheduled banks approved by IPR are Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank. Bank Guarantees submitted other than from banks approved by IPR will not be accepted.
21. **Security Deposit:** If demanded the successful Bidder will have to furnish to the Purchaser an interest free security deposit for 10% (Ten percent) of the order value in the form of Bank Guarantee of an equivalent amount from a nationalized/ scheduled Bank/State Bank of India within 15 days from the date of LOI/Purchase order and the said Guarantee should be valid till the goods are accepted by IPR. The scheduled banks approved by IPR are Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank. Bank Guarantees submitted other than from banks approved by IPR will not be accepted. 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. On successful completion of scope of work and its acceptance by IPR, supplier should send a letter to the Purchase Officer to return the original BG.
22. The Contractor/Supplier shall at all times indemnify the purchase 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 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 fulfilment of the contract.
23. **Free Issue Material (FIM):** Successful tenderer will have to arrange insurance showing beneficiary as "Institute for Plasma Research" at their risk and cost towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue Material for the due execution of the contract.
24. The Director, IPR reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reason.
25. **Jurisdiction:** The contract 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/Purchase Order.