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INSTITUTE FOR PLASMA RESEARCH
(An Autonomous Institute under
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PART I (C)

(1) 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 **Eligible Bidders**
 - 1.3.1 This Invitation of Bids is open to all suppliers who meet the **Eligibility criteria** mentioned in the tender documents.
 - 1.3.2 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.
- 1.4 **Pre-bid meeting & Clarifications:**
 - 1.4.1 **The applicant can seek clarifications (pre-bid) regarding the tender document up to 23-12-2015 (16:00 Hrs) by uploading their queries on website www.tenderwizard.com/DAE . Moreover, we have arranged a pre-bid meeting at IPR, Gandhinagar on 30th Dec 2015 at 10:00 AM to discuss on the clarifications. The clarifications will be uploaded on the same web portal www.tenderwizard.com/DAE by 05-01-2016 (17:30 Hrs).**
 - 1.4.2 **For site visit you shall contact the persons mentioned in Annexure II of tender documents. It may please be noted that any clarifications required in this tender either technical or otherwise shall be carried out before submission of bids. Bidder shall not have any right to revise the price bid once submitted.**
 - 1.4.3 Bids shall be complete in all respects and shall include properly filled in prices, other specifications, schedules, relevant drawings and catalogues as necessary.
- 1.5 **Scope of work/Supply and Specifications:**
 - 1.5.1 Scope of work/supply, specifications and drawings under this tender notice are given in **Part-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.

1.5.2 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.

1.6 **Alteration of specifications, Patterns and Drawings:**

1.6.1 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.

1.6.2 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.

1.7 **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.

1.8 **Subletting or Assignment of Contract:**

1.8.1 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.

1.8.2 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.

1.8.3 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.

- 1.9 **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.
- 1.10 **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.
- 1.11 **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.
- 1.12 **Manner & method for submission of tenders**
- 1.12.1 **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.
- 1.13 **Submission of tenders:**
- 1.13.1 All tenders in response to this invitation shall be submitted in TWO PARTS as under.
- 1.13.2 **Part-I (Techno-commercial):** This part of the tender shall include/contain documents related to eligibility criteria, 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.**
- 1.13.3 **Part-II (Price):** This part should contain only the prices of the stores offered for the services to be rendered.
- 1.13.4 If tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender such offers are liable for rejection without any notice to the tenderers.
- 1.13.5 **Deadline for submission of Bids:**
- 1.13.5.1 The quotations shall be submitted online in the prescribed format before the date and time as mentioned in tender document. No other mode of submission is acceptable
- 1.13.5.2 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.
- 1.13.6 **Late Bids:**

1.13.6.1 Submission of the offer document after the due date and time shall not be permitted. Time being displayed on e-Tendering portal shall be final and binding on the applicant.

1.14 **Confidentiality:**

1.14.1 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.

1.14.2 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.

1.15 **Bid Prices:**

1.15.1 Price bid format is fixed and bidders are requested to offer their price bid only in the given format. The price bid format is given at 'Annexure-VIII'. Also, bidders are requested to offer their price bid of only the acceptable makes mentioned at the 'Annexure-IV'.

1.15.1 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.

1.15.2 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.

1.15.3 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.

1.15.4 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.

1.15.5 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.

- 1.15.6 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.
- 1.16 **TDS/Work Contract Tax/or any other leviabale taxes or duties:** If applicable, the same shall be recovered from the contractor's bill and necessary certificate will be issued to the contractor.
- 1.17 Tender should be free from Correction and Erasures. Corrections, if any, must be attested.
- 1.18 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.
- 1.19 **Sales tax/VAT:** IPR does not issue "C" or "D" form. The percentage of Sales Tax/VAT, surcharge, if applicable and other levies legally leviabale 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 **VAT Registration:** Bidder may upload 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 the contractor at their expense. 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.

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 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 **SBI/nationalized banks or any one of the scheduled banks mentioned in the bracket (Axis Bank, HDFC Bank, ICICI Bank and IDBI Bank)** issued in favour of "*Institute for Plasma Research*" and payable at **Ahmedabad. Tender received without EMD will be rejected at the discretion of IPR. (For this tender, the EMD amount is Rs.3,80,000/-)**

The copy of the Demand Draft should be uploaded in the portal with other documents and original Demand Draft should reach Institute for Plasma Research (IPR), Gandhinagar on or before the closing date and time. If exempted from payment of EMD proper certificate/ documentary evidence should be uploaded during tendering. Tenders submitted without Demand Draft or proper certificate/ documentary evidence will not be opened. IPR is not responsible for any kind of delay due to postage, courier etc.

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 **MSEs registered** with MSME's are exempted from payment of EMD subject to submission of valid registration certificate.
- 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 from the date of opening of price bid.
- 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) If, the Bidder is not eligible as per the eligibility criteria.
- (ii) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- (iii) Bidder has not agreed to give the required Security Deposit
- (iv) The goods quoted are sub-standard, not meeting the required specification, etc.
- (v) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
- (vi) 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 purchases 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.

1.36 **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.

- 1.39.3 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.
- 1.39.4 The mode of transport shall be specified i.e., whether by air/ocean/road/rail.
- 1.39.5 The Purchaser shall compare all substantially responsive bids to determine the lowest valuated 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.
- 1.40.3 Tender once submitted will remain with the IPR and will not be returned to the bidders.

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.

1.42 **Security Deposit:**

1.42.1 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.

1.42.2 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.

1.42.3 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.

1.42.4 The Security Deposit shall be submitted in Indian Rupees only.

1.42.5 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.

1.42.6 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.

1.42.7 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 Submission of design & drawings: The successful bidder shall submit the complete Data Centre Layout which includes the following design and drawings within 4 weeks from the date of LOI/Contract for IPR's approval.

- a) Complete electrical wiring with UPS power distribution
- b) Complete water piping from chiller to the individual rack
- c) Complete water leak detection system showing all sensors
- d) Complete rodent repellent system showing all satellites
- e) Complete CCTV setup showing all cameras
- f) Complete access control system setup

2.7 Terms of Payment:

2.7.1 10% advance against submission of Bank Guarantee for an equivalent amount 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 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% of item no- 1 to 10 will be released after approval of design and drawings by IPR and on receipt of Bank Guarantee for an equivalent amount 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 delivery of the entire material covered in the contract/purchase order.

2.7.3 60% of basic price + 100% of all other charges for item no 1 to 10 will be paid on prorata basis subject to maximum of 3 bills against delivery of material at IPR site, its verification by IPR representative and on receipt of Proforma Invoice in triplicate.

2.7.4 20% of item no 1 to 10 and 100% of remaining items will be paid within 30 days from the date of final acceptance and on receipt of Performance Bank guarantee for 10% of the contract value amount 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 through out the guarantee period mentioned in the contract/purchase order.

2.6.5 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.

2.6.6 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.

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

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

2.8 Delivery & completion time:

2.8.1. The successful bidder has to deliver and complete the work within 16 weeks from the date of approval of drawings.

2.8.2 The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of Sixteen Weeks from the approval of the design document(s) by the IPR. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages as per clause LIQUIDATED DAMAGES. Under the force-majeure conditions or delay due to reasons beyond control of the contractor, IPR may grant suitable time extension for which the contractor has to request along with the justification / reasons well in advance to the Director, IPR for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period / contract. The decision of the Director will be final and binding on the bidder / contractor.

2.8.3 **Extension of delivery period:**

2.8.3.1 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

2.8.3.2 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.

2.8.3.3 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.

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

2.8.4.1 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** (1/2 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.

2.8.4.2 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, wharfage and allied expenses incurred by the Purchaser, if any, due to delayed clearance of Stores in view of non receipt, incomplete or delayed receipt of documents by the Purchaser, shall be recovered from the payment due to the Contractor.

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 thereafter 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:

g) The Contractor shall guarantee the stores/goods supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

h) **Warranty/Guarantee on**

- 1) **UPS, Racks and In-Rack cooling solution:** The bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all the equipment etc. covered by the tenders for a period of 36 months for UPS, Racks and In-Rack cooling solution, and
- 2) **Remaining items:** 18 months from the date of despatch or 12 months from the date of acceptance, whichever is earlier, for remaining items.

- 3) The bidder shall sign the Warranty Certificate, enclosed at Annexure-V of this document and submit it

The provision for AMC with terms and condition thereof, if any, may also be specifically mentioned.

- (c) The Stores/material/goods/equipment offered by the bidder should be guaranteed for the period mentioned above (Clause No: 2.17, b) 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 the guarantee period.
- (d) 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.
- (e) 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 guarantee/warranty period mentioned above (Clause No: 2.17, b) whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfil 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 throughout 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.
- (g) Bidders are required to give full particulars of free service they would give to the IPR during the period of Warranty and subsequently.

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 fulfil the requirements or Particulars of the Contract or developed defects after erection / put into use within the guarantee period, the Purchaser shall be entitled to give a notice to the Contractor within the guarantee period stating the 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 fulfil 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 **Performance Bank Guarantee:** The Contractor/Supplier will have to furnish to the Purchaser an interest free performance bank guarantee, as per IPR format, for 10% (Ten percent) of the total order value/contract value by way of providing 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) on a non-judicial stamp paper for the satisfactory performance of the plant/machinery/instruments/goods supplied against the Contractor. The Performance Bank Guarantee (PBG) will be effective from the date of final acceptance and shall remain in force two months beyond the guarantee/warranty period mentioned in the Contract. In the event that the Bank Guarantee needs extension, the Contractor shall extend the validity of PBG for suitable period at his expenses. On the performance and completion of all contractual obligations, the original PBG shall be returned to the Contractor without any interest on receipt of a request from the Contractor.

2.20 The validity of PBG shall be 36 months for items UPS, Racks and In-Rack cooling solution from the date of acceptance and for remaining items 18 months from the date of dispatch or 12 months from the date of acceptance, whichever earlier.

2.20 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.

2.21 **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.

2.22 **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.

2.23 **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 foresee 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.

2.24 **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.

2.25 **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.

2.26 **Settlement of disputes:**

2.26.1 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.

2.26.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

2.26.3 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 organisations. In case the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Contractor and whose decision will be final and binding on both the parties.

2.26.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.26.5 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.

2.27 **Permits and Licenses:** The Contractor shall secure and pay for all permits and license which he may require to comply with in respect of all laws, ordinances and regulations of the Government or Public Authorities in connection with the performance of his obligations under the Contract. The 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.

- 2.28 **Training:** The successful bidder shall make provision of imparting training to our Scientists/ Maintenance Engineers on operation and use of equipment, its accessories and software for the intended application and troubleshooting repair and maintenance. Training and the details regarding the course covered and its duration should be specified.
- 2.29 **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.
- 2.30 **Test Certificate:** Wherever required, test certificates should be sent along with the despatch documents.
- 2.31 **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.
- 2.32 **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.
- 2.33 **Erection of plant & Machinery:**
- 2.33.1 Tenderers must clearly and separately furnish in their offers the terms of supervision of erection and commissioning particularly in respect of plant/machinery/equipment.
- 2.33.2 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.
- 2.33.3 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.
- 2.33.4 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.

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

2.34.1 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:** The amount will be indicated in the respective contract.

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.

- 2.35 **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.
- 2.36 **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.
- 2.37 **Taxes and Duties:**
- 2.37.1 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.
- 2.37.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
- 2.37.3 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.
- 2.37.4 All payments due under the contract shall be paid after deduction of statutory levies (at source)(like ESIC, WCT, IT, etc.) wherever applicable.
- 2.37.5 **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.
- 2.37.6 **Customs Duty:** If the supply is from abroad this institute is exempted from payment of Custom Duty as per notification No.51/96 as amended by notification No.24/007 Customs dated 01.03.2007.
- 2.37.7 We do not issue C/D form.

- 2.38 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.