



## **INSTITUTE FOR PLASMA RESEARCH**

(An Autonomous Institute of Department of Atomic Energy, Govt. of India)  
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**Form No: IPR-FP-01**

### **INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS**

1. The tenderer should submit quotations in duplicate in sealed envelope superscribing the Tender No. and due date of opening. Quotation should be submitted in the form of a Proforma Invoice and should complete in all respects with technical specifications.

#### **Note for Indian Agents :-**

- a) **Bidder should submit quotation on behalf of only one foreign supplier. Either the indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.**
  - b) **If Indian Agents are submitting the quotation on behalf of their Principal they should furnish the following documents.**
    - a. **Copy of Latest and Valid Authorization Certificate issued by their Principal.**
    - b. **Copy of Proforma Invoice submitted by their Principal.**
    - c. **Copy of Registration Certificate issued by DGS&D.**
2. The Proforma Invoice should contain the following information.
    - 1.11 The FOB value and the CIF value for import by Air Freight upto Ahmedabad should be separately indicated.
    - 1.12 Agency Commission, if any payable to the Indian Agents from the FOB value should be clearly indicated in terms of percentage of the same. Also the address of the accredited Indian Agents should be furnished so that the agency commission can be paid in Indian Rupees directly to them at the exchange rate prevailing on the date of purchase order.
    - 1.13 The earliest delivery period and country of goods / equipment and Country of shipment should be mentioned.
    - 1.14 Your banker's name and address should be mentioned. All bank charges outside India to be borne by the supplier.
    - 1.15 The approximate net and gross weight and dimension of packages / cases may be indicated in your offer.
    - 1.16 Recommended spares for satisfactory operation for a minimum period of one year(whenever applicable) may be mentioned.
    - 1.17 Details of any technical services, if required for erection, assembly, commissioning and demonstration should be mentioned clearly.
  3. The FOB and CIF prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
  4. The offer should be valid for a minimum period of 120 days from the date of opening of the tender.
  5. Samples, if called for, should be sent free of all charges.
  6. Late tenders may not be considered. Quotations by cable / fax must be followed by detailed offers by mail/through courier so as to reach us before the due date and time.
  7. Offers made by Indian Agents on behalf of their Principals should be supported by the proforma invoice of their Principals.

8. The Purchaser reserves the right to accept the lowest or any tender in part or full without assigning any reasons.
9. The details of Import License will be furnished in the Purchase Order.
10. The authority of person signing the tender, if called for, shall be produced.
11. Instruction / Operation manual containing all assembly details including wire diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English /Hindi Languages only.
12. Please note that this enquiry is not a commitment and the Purchaser reserves the right to reject or cancel any or all offers.
13. Contractor should indicate clearly in the quotation whether the Bidder needs Export License for supply of the offered items. Furnish relevant documents / format to be submitted by the Purchaser, if Export License is involved.
14. **Custom Duty:** As per Notification No. 51/96 - CUSTOMS dated 23/07/1996 as Amended by Notification No. 93/96 - CUSTOMS dated 11/12/1996 (GE21A) and subsequent amendment, IPR is entitled to avail Customs Duty exemption wherever applicable, so please do not include customs duty in your offer/quotation.
15. **Security Deposit :** The Contractor shall at the option of the Purchaser, furnish an interest free Security Deposit for 10% of the contract value within 15 days from the date of Letter of Intent/contract/Purchase Order by way of Bank Guarantee for an equivalent amount.
16. **Liquidated Damages :** If the contractor fails to deliver the stores or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option either:
  - 16.1 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
  - 16.2 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.
  - 16.3 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.

17. Advance payment, if any, will be made as per the Reserve Bank of India's stipulations and on receipt of Bank Guarantee from the contractor from a Bank acceptable to Purchaser / Purchaser Banker's.

#### **TERMS AND CONDITIONS**

1. It is expressly agreed that the acceptance of the stores contracted for is subject to final approval in writing by the purchaser whose decision shall be final.
2. If all or any of the stores are not of the quality specified, they may be rejected and supplier should either replace or refund the money at the discretion of the purchaser.

3. Part shipment is not allowed unless specifically agreed by the purchaser.
  - a. As far as possible, stores should be despatched by Indian flag vessels . Air India or through any Agency nominated by the purchaser.
4. Adequate packing to prevent damage in transit should be provided keeping in view the nature of item and the mode of transport.

If Packing Materials are of any kind of Plant Origin, Phytosanitary Certificate issued by an Authorised Officer at the Country of Origin of the consignment in the format prescribed under the International Plant Protection Convention of the Food and Agricultural Organization shall be sent alongwith the shipping documents.This is a mandotary requirement under Law enacted by The Govt. Of India. Deviation from this may result in holding of the consignment at customs causing delays which will be the sole responsibility of supplier
5. The contractor will be held responsible for any demurrage / Wharfage paid due to non-receipt of documents in time. Non-negotiable copy of despatch documents should be sent by Air Mail / Courier immediately after shipment. Original should be negotiated through Bank soon after the despatch but not later than three days, reckoned from the date of despatch of the goods.
6. IPR being an Autonomous Institute of Government of India, preference will be given for payment by sight Draft. However, you may indicate your payment terms.
7. Insurance Wherever necessary will have to be arranged by the supplier on Warehouse to warehouse basis.
8. Inspection / Test certificate should be provided for the goods after testing it thoroughly at your works, if any inspection by Llyods or any testing agency is considered necessary, it shall be arranged by the contractor.
9. The stores contracted should be guaranteed for a minimum period of 12 months from the date of Acceptance against defective materials, design of manufacture. For defects noticed during the guarantee period, replacement / rectification should be arranged free of cost within reasonable period of such notification. However permits for re-export from and re-import into the purchaser's country, if required shall be provided.
  - a. To fulfill the above guarantee condition, the contractor shall at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the contract along with the first shipment documents. On the performance and completion of the contract in all respects, the bank guarantee will be returned to the contractor without any interest.
10. Where erection or assembly or commissioning is a part of the contract, it should be done immediately on notification. The Contractor shall be responsible for any loss / damages sustained due to delay in fulfilling this responsibility.
11. The time of delivery shall be the essence of the contract and should be adhered to, strictly.
12. Contractor is deemed to have warranted and indemnified the purchaser against any Claim / dispute whatsoever on patent trade mark etc.
13. All disputes of differences whatsoever arising between the parties out of or relating to the construction, meaning and operations or effect of contract arising out of this tender of the breach thereof shall be settled by arbitration in accordance with the Arbitration Rules of India and the award made in pursuance thereof shall be binding on the parties.
14. For items having shelf life, those with maximum shelf life should be supplied, if order is placed.
15. These terms and conditions are subject to Ahmedabad, India Jurisdiction only.
16. PLEASE DO NOT SEND CONSIGNMENT / PARCEL THOPRUGH COURIER MODE.