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Document No.: IPR/ST/AMC-V2

General Terms and Conditions for AMC/CAMC/Repair:

(1) Payment: Payment will be arranged for each accepted Services only within 30 days from the date of acceptance and submission of Service reports duly signed by Our Engineer Incharge, bills in our Stores section, completed in all respects.

(2) GST: The details of Taxes/GST 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 amounts would be admissible later.

a) GST for Goods (IGST/CGST/SGST TAX BENEFITS):

IPR is entitled to avail tax benefit as per the following notifications issued by Ministry of Finance, Department of Revenue, Government of India:

(1) No: 47/2017-INTEGRATED TAX (RATE) DATED 14/11/17 for IGST

(2) No: 45/2017-CENTRAL TAX (RATE) DATED 14/11/17 for CGST

And,

IPR is entitled to avail tax benefit as per the following notifications issued by Finance Department, Government of Gujarat:

(1) No. 45/2017-STATE TAX (RATE) DATED 15/11/17 for SGST

As per above notifications IPR will bear only 5% IGST for procurement of goods from outside Gujarat & 2.5% CGST and 2.5% SGST (total 5%) for procurement of goods within Gujarat. Vendors are required to charge tax as per these notifications while quoting/supplying the goods. Deviations, (if any) should be clearly mentioned in the quotation/offer.

Contractor needs to obtain GST Concessional Certificate before supply of Goods.

b) GST for Services:

As applicable.

(3) TDS: Applicable TDS will be deducted. Bidders have to provide copy of PAN card.

(4) Penalty: The successful Vendor/Bidder should pay penalty @ ½% (half percent) of the total contract/order value for the delay of each week from the specific time period allowed with respect to date of intimation for Maintenance Work in the Contract/Work Order subject to a maximum of 5% (Five percent) of the total Contract/Order value.

(5) Termination of Contract: If the performance of the Contractor is not found satisfactory during the validity/extended validity of the Contract, IPR reserves the right to terminate the contract in full by issuing one month's notice to the Contractor without any financial obligation on the part of IPR. In the event of cancellation of the contract for any reason, the payment for the work carried out will be paid on pro-rata basis.

(6) Contractor's Responsibility: Contractor should take all precaution and utmost care to avoid breakage, damage, loss etc. while carrying out the work at IPR premises. If any damage, loss is occurred to IPR's property while doing the work, contractor will be responsible for making compensation to IPR.

(7) Third Party Liability: It will be entire responsibility of the contractor to insure his employees against all risks. It will be the liability of you to meet claims over the lives of any employee including himself who insures/dies due to accident caused while on duty at IPR site or while not on duty but came to meet the employees of contractor/supervisor/any person of you.

(8) Safety Requirement: As the work is to be executed in a restricted area, the contractor shall strictly observe all safety, security and labour regulations prevailing in the campus. The contractor shall be responsible for the proper behaviour of the staff employed by him and also for any breach of security regulations, thefts, sabotage

etc. The Contractor shall withdraw any person so desired by IPR, if in the opinion of the representative of IPR it is not desirable to permit that particular person to work inside the campus.

(9) Jurisdiction: The contract shall be governed by the Laws of India for the time being in force. The Courts of Gandhinagar, Gujarat only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Work Order.

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

(11) Force Majeure: During the period of Force Majeure, Maintenance servicing of equipment may be delayed and can be taken after conditions normalize if required. IPR is not liable to pay for Force Majeure duration if service is not rendered by successful bidder, Payment for force Majeure duration will be subjected to terms and conditions decided by IPR authorities.

(12) Delivery of Spares: If Scope of Work includes supply of Spares/Material then Spares/ Material should be delivered as Ex-works, IPR basis. Contractor needs to obtain separate order for the spares.

(13) Genuineness of Spares: If Scope of Work includes supply of Spares/Material then Spares should be original OEM make and genuine.

(14) For CAMC: In CAMC (Comprehensive Annual Maintenance Contract), contractor should provide supply and Installation service for spares which is required to keep equipment in working condition without any extra charges.

(15) Offer Validity: Offer/ quotation submitted by bidder should be valid up to 120 days from the date of enquiry due date.

Please note that above Terms and Conditions are general in nature. If there is any deviation in above conditions or any specific conditions added then conditions mentioned in Enquiry document is to be considered Final.

Enquiry Specific Terms and Conditions:

The below terms and Conditions are specific in nature. If it is required in any enquiry, its applicability will be mentioned in the enquiry documents as “Enquiry Specific Terms and Conditions”.

(1) Security Deposit for Contract: If demanded by IPR, Vendor will have to furnish to IPR an interest free security deposit for 3% (Three percent) of the order value in the form of Bank Guarantee of an equivalent amount from SBI/ nationalized banks or any one of the scheduled banks approved by RBI except from Co-operative banks and Gramin banks within 15 days from the date of LOI/Work order/Contract and the said Guarantee should be valid till the goods/services are accepted by IPR.. 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 Work order/contract. On successful completion of scope of work and its acceptance by IPR, service provider/supplier should send a letter to the Assistant Stores Officer to return the original BG.

(2) Safeguard of IPR's Equipment:

- The successful Bidder/vendor will have to furnish to IPR an interest free security deposit in the form of Bank Guarantee of an amount equivalent to equipment's value from a SBI/ nationalized banks or any one of the scheduled banks approved by RBI except from Co-operative banks and Gramin banks within 15 days from the date of LOI/Work order/Contract and before lifting of equipment from IPR and the said Guarantee should be valid till 2 months from the date of Equipment delivered to IPR after successful repair. The Security deposit shall be forfeited in case any damage/loss that may be caused or suffered by IPR due to the Contractor's inability/failure to return the instrument(s) duly repaired within the Work Completion Period and also when the instrument(s) lie under the Contractor's custody, control or possession.

OR

- The successful Bidder/vendor will have to provide To and Fro Transit Insurance and Storage Insurance of an amount equivalent to equipment's value in favour of IPR. A copy of insurance policy should be submitted before lifting of equipment from IPR.

(3) Warranty: If there is any need arises for replacement of spare parts during Maintenance activity of Equipment, then there should be twelve months warrantee for intended performance of replaced spares from the date of acceptance of particular service.

(4) Authorization letter: If demanded by IPR, Bidder has to submit valid Authorization letter from OEM at the time of submission of offer.

(5) Transportation, Loading, Unloading: If equipment/material needs to send to contractor's location during AMC or repair work, To or Fro Transportation, Loading and Unloading of equipment/material will be in the scope of Contractor.

INSTRUCTIONS TO BIDDERS:

1. The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/Work Order and vendor quoting this enquiry shall be deemed to have read and understood the same.

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 PRICE BID FORMAT attached with this Enquiry and the same should be submitted to the Assistant Stores 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. **Enquiry documents should be submitted with duly signed and stamped on each and every page of Enquiry, Scope of Work and General Terms and Conditions along with Price Bid. If there is any deviation in the Terms and Conditions, bidder can attach separate sheet for the same.** Late/delayed/incomplete/unsigned 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 120 days from due date for placing order. IPR is not bound to accept lowest rate/s. IPR reserves the right to place order on one or more parties.

4. 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.

5. 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.

6. 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.

7. No correspondence will be entertained within 30 days from the date of acceptance of material/Services and bills, whichever is later.

8. The Contractor/Supplier/Service Provider 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.

9. The Director, IPR reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reason.