

**INSTITUTE FOR PLASMA RESEARCH**  
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**REVISED**

**TENDER NOTICE No. IPR/TN/PUR/F/15-16/4 DATED 24-06-2015**

Sealed tenders are invited in **TWO PARTS** from the eligible vendors for the following item.

Sr. No	Tender Notice No.	Item	Qty.	Due Date & Time for		Tender Fee	Earnest Money Deposit (EMD)
				Submission of tender	Opening of tender		
1.	<b>IPR/TN/PUR/F/15-16/4</b>  <b>(TWO PART TENDER)</b>	Design, Fabrication, Pre-dispatch Inspection, Factory Acceptance Tests, Supply, Installation & Commissioning, Site Acceptance Tests and Training of Helium Compressor and Oil Removal System for Cryogenic Test Facility at IPR	1 System	<b>19<sup>th</sup> August, 2015</b> <b>by</b> <b>1.00 p.m.</b> <b>(Extended)</b>	<b>19<sup>th</sup> August, 2015</b> <b>by</b> <b>2.30 p.m.</b> <b>(Extended)</b>	Rs. 1000.00 or USD 16.00 or EURO 14.00	Rs. 3,74,049.00 or USD 5882.00 or Euro 5241.00

Tender document is available on IPR Website : [www.ipr.res.in//purchasetenders.html](http://www.ipr.res.in//purchasetenders.html). Tenderers meeting the eligibility criteria mentioned in the tender documents may, at their option, download the tender documents from the website and submit their offer along with prescribed **Tender Fee (non- refundable) and EMD** in the form of Demand Draft drawn in favour of **Institute for Plasma Research** and payable at **Ahmedabad, Gujarat (India)** from any nationalized/scheduled bank / First class Bank of International repute, if Demand Draft is from a Foreign Bank, it should be drawn in favour of **Institute for Plasma Research** and payable at **Ahmedabad, Gujarat (India)** as per the details given in the tender documents. In case party desires to collect the tender documents by post, they may contact the Purchase Officer along with prescribed tender fee. Tender documents will be issued upto **05-08-2015**.

A pre-bid meeting of the tenderers is arranged on 14-07-2015 at 10:00 a.m. at IPR campus. Tenderers should send their queries, if any (both technical & commercial) together with confirmation of their participation in the pre-bid meeting, at least three (3) days prior to the date of Pre-bid meeting.

Representative who wish to attend the tender opening should carry an authorization letter from their organization for participation in the tender opening failing which he/she will not be allowed to attend the tender opening. However a single participation will only be allowed.

**PART-A**

**REVISED TENDER DOCUMENT**

**SPECIFICATIONS OF HELIUM COMPRESSOR AND OIL REMOVAL SYSTEM FOR CRYOGENIC  
TEST FACILITY AT IPR**

**DESIGN, FABRICATION, PRE-DISPATCH INSPECTION, FACTORY ACCEPTANCE TESTS,  
SUPPLY, INSTALLATION & COMMISSIONING, SITE ACCEPTANCE TESTS AND TRAINING OF  
HELIUM COMPRESSOR AND OIL REMOVAL SYSTEM FOR CRYOGENIC TEST FACILITY AT  
IPR SITE**

**BHAT, GANDHINAGAR, GUJARAT, INDIA**

**(TENDER NOTICE No. IPR/TN/PUR/F/15-16/4 DATED 24-06-2015)**

**(TWO PART TENDER)**

**PART-A**



**INSTITUTE FOR PLASMA RESEARCH  
NEAR INDIRA BRIDGE, BHAT  
GANDHINAGAR: 382428  
GUJARAT STATE  
(INDIA)**

## **Revised Tender Document**

Design, Fabrication, Factory Acceptance Tests, Pre-dispatch Inspection, Supply, Installation, Commissioning and Site Acceptance Tests of Helium Compressor and Oil Removal System for Cryogenic Test Facility at IPR, India



27 July, 2015

**INSTITUTE FOR PLASMA RESEARCH  
NEAR INDIRA BRIDGE, BHAT  
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GUJARAT STATE  
(INDIA)**

## **Table of Contents**

1. INTRODUCTION
2. OPERATIONAL AND DESIGN REQUIREMENTS
  - 2.1 GENERAL DESCRIPTION
  - 2.2 OPERATIONAL REQUIREMENTS
  - 2.3 MAIN DESIGN DATA FOR CORS
3. SCOPE OF WORK AND SUPPLY
  - 3.1 SCOPE OF WORK
  - 3.2 SCOPE OF SUPPLY
4. ESSENTIAL INFORMATION NEEDED ALONG WITH THE OFFER
5. GENERAL SUPPLY
6. CODES AND STANDARDS
7. QA, QC, TESTS, INSTALLATION, COMMISSIONING, TRAINING, GUARANTEE/WARRANTY, SPARE PARTS
  - 7.1 GENERAL CONDITIONS
  - 7.2 PRESSURE AND LEAK TESTS
    - 7.2.1 PRESSURE TESTS
    - 7.2.2 HELIUM LEAK TESTS
  - 7.3 FACTORY ACCEPTANCE TESTS (FAT) AT THE SUPPLIER'S SITE
  - 7.4 INSTALLATION, COMMISSIONING AND ACCEPTANCE TESTS AT IPR SITE
  - 7.5 TRAINING FOR IPR PERSONNEL AT IPR
  - 7.6 SPARE PARTS
  - 7.7 LIST OF THE ITEMS TO BE PROVIDED BY IPR AS FREE ISSUE MATERIALS/UTILITIES AT IPR SITE
  - 7.8 ACCEPTANCE AND GUARANTEES/WARRANTY
8. ITEMS NOT IN THE SCOPE OF WORK/SUPPLY
9. DOCUMENTATION TO BE DELIVERED
10. GENERAL INFORMATIONS
11. QUOTATION OF PRICE
12. PAYMENT STRUCTURE
13. ELIGIBILITY CRITERIA
14. DELIVERY PERIOD

## **1. INTRODUCTION**

The present specification concerns the design, manufacturing, inspection tests, supply, installation at Institute for Plasma Research (IPR), commissioning and acceptance tests of single oil injected/oil flooded helium screw compressor with oil removal system (CORS) for test facility at IPR, Gandhinagar, Gujarat, India. This will be used for testing of cryogenic plate-fin heat exchangers and other cryo-components using compressed helium gas in the cryogenic test facility at IPR. This compressor system will be used, later, for helium refrigerator/liquefier (HRL) plant to produce liquid helium. The compressor should have high reliability for uninterrupted operation for at least 2 months. It should have sufficient instruments & sensors for monitoring and fault diagnosis and appropriate controls with interlocks for safe operations.

The Compressor and Oil Removal System (CORS) is mainly composed of:

1. One single stage screw compressor block equipped with electric motor.
2. Oil Removal system with bulk oil separator, oil coalescers, removal of trace oil vapour from helium gas, oil re-circulation provision, oil cooler and helium cooler.
3. Suitable interconnecting piping (Material SS304) among different components of CORS with compatible terminations at both ends keeping requirements of easier assembly and disassembly.
4. The CORS shall be equipped with suitable by-pass control valve, control valves for gas intake from/return to buffer tank and safety valves at appropriate locations for efficient helium gas management among helium buffer tank, CORS and cold box with cold applications
5. Instrumentations, controls, safety interlocks, control logics and electric control cabinet along with PLC(programmable logic controller), its software, SCADA (supervisory control and data acquisition) and necessary fault finding gadgets.
6. Electric power supply cabinet.
7. The system is to be of self-standing type without any special preparation for the floor.

## **2. OPERATIONAL AND DESIGN REQUIREMENTS**

### **2.1 GENERAL DESCRIPTION**

This helium compressor system will be used to run a cryogenic test facility having closed loop helium gas circulation. In the test facility, cryogenic plate-fin heat exchangers and other cryo-components will be tested, for which, it is required to have compressed helium gas at 14 bar (a) pressure and ~310 K temperature with flow rate 70 g/s as nominal requirement. Compressed helium should be very pure at the outlet of the whole unit of the CORS and so, oil impurity should be less than 1 ppm by weight and air impurity, if any, added by CORS should be less than 10 ppm by volume).

### **2.2 OPERATIONAL REQUIREMENTS**

Pure helium first at approx. ambient pressure and temperature is fed to the compressor suction and compressed to the required discharge pressure. The high pressure stream is fed to its own bulk oil separator or primary oil separation system. The secondary oil removal system or final oil removal is achieved by coalescing filters arranged in series and an oil adsorber bed with filters installed downstream of the primary oil separation system. All these are part of this supply (also a part of this specification). Following operational requirements

should be included besides the other obvious requirements of a helium CORS meant for HRL and accordingly design should be made.

1. Provision of independent conditioning (purging of impurities and filling with pure helium gas) of different parts of CORS as and when required. This, as an example could be replacement of charcoal in the adsorber and after this the charcoal bed with associated piping need to be conditioned so that pure helium can be filled by replacing the air impurity. The supplier shall include the necessary equipments/elements like vacuum pumps, vacuum gauges, associated piping and valves, etc.
2. Removal of pressurized helium from different parts of the CORS as and when required. This, as an example, could be removal of pressurized helium gas from the charcoal bed before opening it for maintenance. The supplier shall include the necessary equipments/elements like valves, pressure measuring elements/gauges and associated piping, etc.
3. Regeneration of charcoal bed: Appropriate heater, piping, insulation, valves, temperature sensors, gauges, flow meters, should be there to use dry warm nitrogen gas for removal of oil adsorbed in charcoal. Warm nitrogen pipe line at pressure about 2 bar (a) (maximum 5 bar (a)) will be supplied from external dry nitrogen generators. Piping connection provision should be there for connection to the piping of this external system.
4. Oil filling and oil drainage: In case oil has to be filled at the beginning and in case oil has to be drained out for oil tank maintenance, these operations are necessary. Oil tank should have clearly visible level indicators other equipments to perform these operations easily.
5. System should provide independent component removal for repairing and maintenance for different components like, compressor block, motor, oil cooler, helium cooler, oil pumps, charcoal bed, oil coalescers, filters, valves, etc.
6. Operation of CORS unit in bypass mode without connection to application for compressor performance test.
7. Operation locally (using the PLC cabinet display panel which will have provision for different operation by finger-pressing or touch screen) and remote (from a distance of about 200 m using a desktop display screen and mimic diagrams of PID) should be possible.

### **2.3 MAIN DESIGN DATA OF CORS**

Following Table-1 gives the main data required for the design of Oil flooded/oil injected helium screw compressors. Only **screw type compressor** will be considered as this can provide high flow rate at the pressure required here.

Table-1: Main design data for helium compressor and oil removal system

Sl. No.	Parameter	unit	Nominal operating condition	Off-nominal operating condition
1	Suction pressure	bar (a)	1.05	0.9 to 1.2
2	Suction temperature	°C	35	5 to 45
3	Discharge pressure helium going to the application, at the outlet of the whole unit of CORS	bar (a)	14	12 to 15
4	Outlet temperature of helium going to the application, at the outlet of the whole unit of CORS	°C	35	20 to 40
5	Helium flow rate	g/s	70 +/-2	20 to 75
6	Capacity control (Step less Part Loading - Unloading )	-		<30% to 107% of nominal flow rate with sliding valve or Variable frequency drive
7	Number of compressors (No standby)	Number	1	--
8	Maximum total (or global) helium Leak Rate for whole unit with operating pressure	Nm <sup>3</sup> per day	<0.1	<0.1
	Maximum local helium leak rate at any point in the CORS unit with 14 bar (a) internal pressurization	mbar l/s	<5x 10 <sup>-4</sup>	<5x 10 <sup>-4</sup>
9	Type of compressor	--	Oil flooded/oil injected screw compressor	--
10	Single stage or double stage compression	--	Either type is accepted	--
11	Level of oil impurity in the helium stream at the outlet of the whole unit of CORS	PPM by weight	<1	<1
12	Type of cooling (air-cooled or water-cooled) for helium cooler and oil cooler	--	Water cooling	--

**Other Specifications, supplier need to consider for design and analysis:**

1. Starting method: Soft starter (soft starter is in the scope of work and supply)
2. Motor Power: Compatible to compressor load as per the main design data in table-1. Compression process should be efficient and power consumption by motor should be minimized.
3. Type and configuration required: Oil flooded/oil injected, Skid mounted, single stage with shock absorbers.
4. Fluid to be supplied from purchaser's gas storage cylinder or tank for compression can have composition : pure helium (99.99 by Volume % dry Helium Gas, remaining is nitrogen, oxygen, Argon, moisture, hydrocarbon and hydrogen) :
5. Operation Period (24 hours x 7 days on continuous basis for about 2 months continuously) hrs ~7000 hrs per year.
6. Available cooling water for the oil cooler and helium cooler: Available supply temperature : 30°C; Acceptable return temperature: <40°C
7. Available electrical power : a) 415 V  $\pm$  10%, 50 Hz  $\pm$  5% , 3 phase, 5 wire (without back up) for heavy loads and b) 230 V  $\pm$  1%, 50 Hz  $\pm$  1Hz , single phase, 3 wire (regulated & uninterrupted with 30 minutes battery support) for control
8. Ambient conditions : temperatures : maxi 48°C ó mini +4°C
9. Humidity: maxi 86% ó mini 17% Relative humidity up to 90% and dusty surroundings.
10. Noise /Vibration: Less than 90 dB (A) at approximately 1 meter apart from compressor station and less than 40 micron (at full amplitude) vibration amplitude.
11. Maximum Vibration Level at any point in the system: <40 micron amplitude
12. The unit will be located indoor.
13. Design pressure of the high pressure parts of the system should be at least 20 bar(a).
14. Design pressure for low pressure parts should be at least 5 bar(a).
15. Appropriate safety valves in different locations should be included to release accidental pressure rises.
16. If oil pump is used for recirculation of oil, no. of oil pumps should be 2, while one is in operation other one is in standby.
17. Final oil impurity removal from helium can be by charcoal adsorber bed.
18. CORS shall be designed for mean time between maintenance of more than 7000 hrs of operational time and design should be such that, at a stretch CORS can be operated continuously for 1500 hrs. Absorber bed should have capacity of operation of 7000 hrs before regeneration.
19. Appropriate filters should be included to safe-guard compressor system and HRL in which this compressed helium will be used.
20. Available compressed air at IPR has pressure about 6 bar (a) for valve operations
21. All parts of the compressor unit will be installed indoor but it is not dust-proof.
22. Rotary vacuum pump of suitable capacity with suction filters should be included for purging and pumping of internal space of piping, vessels and other equipments. For this purpose, appropriate manual leak tight valves with piping connection to different systems should be included. Appropriate vacuum pressure indicator (with digital for reading at remote location) should be included to monitor the vacuum level.



### **3. SCPOE OF WORK AND SUPPLY**

#### **3.1 SCOPE OF WORK**

The offer must include the following works, whose details are given in the respective sections in this document:

1. Design and analysis of compressor and oil removal system with all accessories as per this document.
2. Quality controls, inspections, installation on the test bed and performance tests (factory acceptance tests for pre-dispatch inspection) at vendor's factory as per section-5 of this document.
3. Packing, forwarding and transport to IPR site and insurance and customs duty clearance.
4. Installation of CORS with its instrumentations, control valves, control units and other accessories and performing the site acceptance tests (SAT) at IPR site.
5. Documentations related to quality controls and tests done at vendor's site and tests and commissioning done at IPR site.
6. Documentations related to design, drawing, codes and standards used for different parts.
7. Documentations related to instrumentation, control units and control logics
8. Documentations required for trouble shooting during operation, maintenance and repair.

#### **3.2 SCOPE OF SUPPLY**

The offer must include the following main components

1. One Compressor unit with electrical motor.
2. Variable frequency drive or slide valve mechanism for part load.
3. Oil management system with bulk oil separator, oil cooler, oil pump for oil recirculation (optional), coalescers, adsorber beds, filters, etc.
4. Helium cooler
5. Helium gas management system for controlled gas intake from /return to helium buffer tank and bypass control valve, so that compressor unit can be operated without connection to applications. Helium Buffer tank is not in the scope of vendor. IPR has buffer tank which can store helium gas at 14 bar (a).
6. Structural Frame for whole systems
7. Electric Control cabinet and power supply cabinet. Ideally these two cabinets would be close to the compressor skid. IPR would provide total power required at 415 V in one connection to vendor's electrical cabinet.

8. Instrumentation and Control System which should include sufficient valves, instruments, safety release equipments, PLCs and its software, operational and control logics. As optional, vendor can supply SCADA system, computer for operators located at about 200 m (circuit length) away of CORS and interconnecting cable with cable tray. For the SCADA system computer, IPR would also provide total control power required at 230 V in one connection to vendor's system.

#### **4 ESSENTIAL INFORMATION NEEDED ALONG WITH THE OFFER**

Vendor should include following information, besides other informations, along with the quotations;

1. For each system, sub-system and components, there should be a list of elements/equipments/instruments/sensors included in the offer. This should also include main performance parameters/capacities of these parts and also as whole system.
2. PFD and PID for whole system should be provided with details.
3. Tentative Dimensions and weight of the whole skid and also that of the major components like the compressor block and different vessels.
4. Noise levels for the "open version" at a distance of 1 meter from the unit. We prefer the noise level of the compressor to be as minimum as possible.

#### **5 GENERAL SUPPLY**

The general supply includes:

1. Flanges and counter-flanges must be provided for all interfaces and interconnections between skids (if supplied with more than one skid). Vendor should supply inlet and outlet piping terminations with flanges for connections to the cooling water, helium gas and compressed air as per industry standard practices. IPR will do the cooling water, helium gas and compressed air piping connections to these terminations. Supplier must provide these details, like, pipe diameters, thickness, flange dimensions along with system overall dimensions and engineering drawings to IPR during design phase and before manufacturing.
2. All instrumentations necessary for operations, fault diagnosis and acceptance test & commissioning of CORS at IPR;
3. Pressure and temperature switches for protections;
4. The manpower, equipment and materials needed for installation and commissioning of the specified CORS on site at IPR, India;
5. The complete technical documentation in English for the compressor station including all individual technical items and elements;
6. Two sets of all documents inclusive of drawings, installation data, operation and maintenance manuals, spares lists and maintenance schedules.

#### **6 CODES AND STANDARDS**

The applicable codes and standards specified by IPR for designing, manufacturing and inspection are the following:

1. All the pressure vessels, piping and heat exchangers (i.e. the oil separator, the oil cooler, piping and the helium cooler) must be conformed to ASME or equivalent standard. All electrical equipment must be conformed to IEC or equivalent standard.
2. Structural steel and miscellaneous structures: according to ISO standard.
3. Test certificates for material, components and elements should be produced for all above cases.
4. Equivalent standards may be followed, after approval by IPR. Supplier should justify with documentation during design phase and before manufacturing, that followed standards/codes are equivalent to or more stringent than the requirement as per the codes asked in the tender document.

## **7 QA, QC, TESTS, INSTALLATION, COMMISSIONING, TRAINING, GUARANTEE/WARRANTY, SPARE PARTS**

### **7.1 GENERAL CONDITIONS**

The supplier must deliver a detailed quality assurance (QA) and quality control (QC) plan listing all the manufacturing and quality control operations. The supplier will be responsible for carrying out this program. Supplier must inform IPR of the dates of all important controls and tests at least one month in advance. All material or manufacturing faults detected during the tests are to be remedied by the supplier at its own cost. Deviations have to be described into non-conformity sheets.

The customer, the end user representatives and third party inspection authorities must be guaranteed free access to the supplier's and subcontractor's workshops, offices and laboratories during testing.

For all pressure vessels and pipework, the supervision and tests during manufacture and the interpretation of results will be made at the cost of the supplier, by a qualified inspector according to ASME standards or equivalent. As oil content test at the outlet of the CORS unit is not practically feasible, vendor shall provide supporting design basis and details of the oil removal system during design approval stage.

All the tools and tackles required for the complete erection of components shall be arranged by the Contractor, except the items specified and agreed upon by IPR.

Lubricating oils, greases required during commissioning should be provided by vendor.

A detailed time schedule QA/QC plan has to be supplied within 30 days following the placement of the order for IPR's review and suggestions if any. After acceptance by IPR, manufacturing process can be started.

The plan should include two visits for inspection/witness of IPR and/or IPR approved 3<sup>rd</sup> party personnel for an intermediate visit during some critical tests and manufacturing processes at supplier's site and for the factory acceptance tests at supplier site as predispatch inspection.

### **7.2 PRESSURE AND LEAK TESTS**

#### **7.2.1 PRESSURE TESTS**

The design pressure of all components and elements facing fluid pressure, should be at least 20 bar (a). In case of accidental pressure rise, system components and elements should be able to withstand high pressure and hence the design pressure is kept at 20 bar(a).

Hydraulic pressure tests will be carried out on the pressure vessels before the final assembly of the components and certified by qualified inspector according to ASME or equivalent code.

A final pneumatic pressure test shall be carried out with dry nitrogen gas on the completed skid assembly before shipment as per ASME or equivalent code. Before shipment it should be ensured that it is filled with dry nitrogen and closed properly, so that until the final assembly at IPR site, no atmospheric gas goes inside.

### **7.2.2 HELIUM LEAK TESTS**

The supplier is requested to demonstrate in its factory that the finished compressor set is in accordance with the specified leak rates. The leak test shall be carried out with pure helium (or mixture of 50% pure helium+50% dry nitrogen and test result need to be appropriately extrapolated for actual leak rate) under the pressure of 14 bar (a) (or at a lower pressure with appropriate extrapolation of result for pressure 14 bar (a)). All the pipe works and vessels have to be perfectly flushed with pure helium or a known mixture of helium and nitrogen after preliminary evacuation (down to a vacuum of approximately 30mbar). Supplier shall make all the necessary arrangements for the evacuation, helium filling and leak testing. A sniffer connected to calibrated helium leak detector may be used to check all the welds and connections.

Data on integrated leak tightness in terms of integrated leak rate per unit time of CORS operation i.e. cubic meters of helium gas lost per hour should be recorded based on the volume, pressure and temperature of helium gas buffer tank to which CORS will be connected. Vendor can also suggest a method for finding the integrated leak rate which can be used after it is approved by IPR.

### **7.3 FACTORY ACCEPTANCE TESTS (FAT) AT THE SUPPLIER'S SITE**

It includes:

1. Electrical pre-commissioning and simulation of the control loops (normal operation faults);
2. Test under pressure (Pneumatic test) with nitrogen as per ASME or equivalent code and checking of pressure evolution (recording pressure and temperature);
3. Helium Leak tightness test with sniffer probe. The allowed local helium leak tightness is  $<5 \times 10^{-4}$  mbar.l/s, while helium pressure is 14 bar (a); this test reports will be reviewed by IPR and approval on this will be given by IPR.
4. check of final documentations (according to Section 9), quality files, tests and inspection reports including in particular : test certificates of the compressors (test runs at Supplier premises), Hydraulic/Pneumatic pressure tests of all pressure vessels and piping, certified by qualified inspector, Standard manufacturers test certificates for the total equipment (heat exchangers, motors, etcí ).

These above tests will be done as pre-dispatch inspection. Other critical test requirements will be decided during technical bid evaluation. Vendor should intimate IPR at least 1 month in advance about the dates of above mentioned FAT. The methods of tests should be provided to IPR before 2 months of dates of test.

## **7.4 INSTALLATION, COMMISSIONING AND ACCEPTANCE TESTS AT IPR SITE**

All installation works, interconnecting piping, cabling, wiring works, if any, in the compressor system, all performance tests and commissioning runs for acceptance tests must be carried out by the personnel and under the responsibility of Vendor. The details of the test procedure should be supplied by vendor to IPR for approval before 2 months of delivery of CORS at IPR.

During commissioning following tasks will be performed and test results should match as per specifications agreed by the vendor within +/- 5% deviation:

1. Checking of motor/compressor alignments as per standard alignment requirement which vendor must provide in the maintenance manual;
2. Test of all the sequential procedures for starting the compressor unit, nominal operations for at least 2 days continuously, off-nominal operations, shut-down of the compressor unit.
3. Nominal and off-nominal mass flow rates at nominal and off-nominal operating condition;
4. power consumptions at full load and part load;
5. helium output temperature;
6. All compressor and motors parameters (pressures, temperatures etcí );
7. piping and machines vibrations;
8. functional test of all the valves including the slide valve for capacity control (if included);
9. Mass flow rate and power consumptions for different slide valve positions/speed of VFD.
10. Local oil leaks will be checked visually. There should not be any visible oil leakage.
11. Local helium leak tests at critical locations by helium leak detectors.
12. Global helium leakage test by operating the compressor for longer time in a closed loop and noting down the pressure change in the system. The detailed procedure will be discussed and agreed by IPR and supplier.

All the test results should conform to that specified by the supplier within +/- 5% deviation.

During above tests, compressor unit will remain connected to the application. Supplier must also provide a procedure, without considering connection with the IPR's application, to do all the above mentioned tests effectively which can be used after approval of IPR, in case application is not available.

## **7.5 TRAINING FOR IPR PERSONNEL AT IPR**

The Vendor should provide a training course to a group of IPR personnel regarding basic design concepts, components/elements and instruments and controls of the CORS. The training must cover troubleshooting during operations, assembly, disassembly, maintenance and repair requirements. It should accompany with disassembly and assembly work by at least two IPR persons separately under the guidance of vendor's expert. This should be done for components feasible to do and will be decided after discussion between supplier and IPR.

## **7.6 SPARES PARTS**

Vendor should provide the list of spares including consumables required for at least 2 years operation with price list.

## **7.7 LIST OF THE ITEMS TO BE PROVIDED BY IPR AS FREE ISSUE MATERIALS/ UTILITIES AT IPR SITE**

The following items will be supplied by IPR during the various stages of integration, assembly, installation as a part of **Free Issue Materials (FIM)** and other help/services without any charge to the vendor.

1. A mobile crane of 15-ton capacity.
2. Electrical power 230/415V AC, water, air, argon, He gas, LN2 and ready indoor site for Installation.
3. He-leak detector, sniffer probe, helium, dry nitrogen gas.
4. One Megger (0-5 kV range) set for insulation test.
5. Helium gas buffer tank or cylinders with piping for gas transfer to compressor unit, when needed during operation.

## **7.8 ACCEPTANCE AND GUARANTEES/WARRANTY**

On successful completion of on site performance tests and reception of all specified documents, the customer will issue a **certificate of acceptance**. The supplier must guarantee/warranty the equipment he has supplied for a period of 24 months or 8000 hours of operation, starting from the date of this site acceptance or 30 months from the date of arrival of CORS system at IPR, whichever is earlier.

The supplier must guarantee that all the equipment supplied will continue to conform to the requirements of this specification and in particular will maintain the performance defined there. The supplier is therefore to undertake to restore at his cost any variation from the specification or loss of performance which occurs or becomes evident during the guarantee period, whether the fault lies in equipment of his own manufacture or that of his subcontractors.

## **8 ITEMS NOT IN THE SCOPE OF WORK/ SUPPLY**

1. Civil works and masonry: foundations, basements, drillings, sealings, etcí
2. Equipment for helium leakage detection at IPR Site ;
3. Instrument air piping ;
4. All electrical cables and cable trays on site for power supply up to power supply cabinet.
5. Consumable items/materials on site, during erection and tests: helium, N2, Ar, water, electricity.

## **9 DOCUMENTATION TO BE DELIVERED**

The documentation has to be prepared in accordance with the relevant standards and codes (ISO, or equivalent etc.). Details on the application of these codes will be defined jointly between IPR and Supplier.

The documents specified below must be provided by the Supplier and must be written in English (2 copies) ó soft copy and print copy.

1. Piping and Instrumentation Diagrams (PID) and process flow diagrams;
2. Documentation related to design, drawing, codes and standards used for different parts.
3. Instrumentation list with specifications;
4. General arrangement drawing per skid (if more than one skid) with required installation and handling guide plans with load indications
5. Control Unit technical data sheets, control architecture and control logics with codes;
6. Instrumentation equipment specifications and technical handbooks ;
7. Electrical and control documentation (wiring diagrams, list of input/output with identifying numbers and control elements ;
8. Piping drawings inside battery limits;
9. Compressor, motor, heat exchangers, primary and secondary oil removal system, PLC technical handbooks and data sheets ;
10. Instrumentation equipment specifications and technical handbooks ;
11. Fabrication file with all inspection and test reports and quality assurance reports during fabrication.
12. Material test certificates, completed quality plan (list of manufacture and control operations) and non-conformity reports, if any.
13. Manual of installation and maintenance ;
14. Definition of manpower required for installation and start-up including technical resources at IPR site;
15. Spare parts price list ;
16. Manual for operation, assembly, disassembly, maintenance and trouble-shooting during operation.

***All the documents shall be supplied in English language also in addition as digital files in a standard format (AutoCAD, Catia, and MSWord)***

## **10 GENERAL INFORMATIONS**

The above specifications have been made with the considerations of variable frequency drive (VFD) and slide valve mechanism (SVM) for part-load operations. Hence as per the supply, either VFD or SVM related specs should be considered by the supplier, whatever supplier can supply

Price quotations and technical quotations should be made separately, so that once the technical proposals are discussed and agreed than the price quotations can be opened for comparison.

Please give para-wise response in the similar format with detailed quantitative values/specifications and clearly mention the inclusions and exclusions, if any. Vendor must provide/respond against all the specification values in the format mentioned/specified in this document, besides which vendor may provide other convincing informations in other formats to help decide the suitability of proposal. In case, there is no response to any of the requirements mentioned in this documents, then the offer may be ignored at the Institute's option, or it may be assumed that the offer does not meet that particular requirement.

## **11 QUOTATION OF PRICE**

This will be a two-part quotation, one for technical and other one for price. For price format, terms and conditions refer to PART-B and other sections of this document. Vendor may provide additional price break-ups. All these price formats (without price value) with commercial terms and conditions should be included as separate document in the technical bid for discussion and agreement.

## **12 PAYMENT STRUCTURE**

1. 10% of the FOB value as advance against submission of Invoice along with Advance Bank Guarantee for an equivalent amount. This payment will be made only after signing of the contract and submission of Security Deposit.
2. 10% of the FOB value after approval of all related designs and drawings by IPR and on receipt of Bank Guarantee for an equivalent amount, valid till the delivery of the system at IPR.
3. 60% of the FOB value against presentation of original shipping documents together with the Shipment Clearance Letter issued by IPR.
4. 20% of the FOB value within 30 days after installation and commissioning and completion of satisfactory acceptance tests at IPR site and submission of Invoice with 10% Performance Bank Guarantee of the contract value, valid throughout the warranty period.

## **13 ELIGIBILITY CRITERIA**

The following criterion shall be met with the vendor,

1. Vendor must have more than 5 years of experience in design, development and manufacture of helium compressor and oil removal system as similar capacity mentioned in this document or higher capacity.
2. Vendor must have supplied similar products to reputed Govt. / Semi Govt. / Public Sector/ Private sector units within last five years. (Attach copy of Order with offer).
3. The vendor should have yearly turn over more than 10 crore INR.



## **14 DELIVERY PERIOD**

The complete unit with spare parts should reach IPR preferably within 8 months from the date of signing of contract.

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

## **REVISED TENDER DOCUMENTS FOR**

**DESIGN, FABRICATION, PRE-DISPATCH INSPECTION, FACTORY ACCEPTANCE TESTS,  
SUPPLY, INSTALLATION & COMMISSIONING, SITE ACCEPTANCE TESTS AND TRAINING OF  
HELIUM COMPRESSOR AND OIL REMOVAL SYSTEM FOR CRYOGENIC TEST FACILITY AT**

**IPR SITE**

**BHAT, GANDHINAGAR, GUJARAT, INDIA**

**(TENDER NOTICE No. IPR/TN/PUR/F/15-16/4 DATED 24-06-2015)**

**(TWO PART TENDER)**



**INSTITUTE FOR PLASMA RESEARCH  
NEAR INDIRA BRIDGE, BHAT  
GANDHINAGAR: 382428  
GUJARAT STATE  
(INDIA)**

**CONTENTS:-**

1.	<b>ELIGIBILITY CRITERIA</b>
2.	<b>INSTRUCTIONS TO THE BIDDERS</b>
3.	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>
4.	<b>ANNEXURE – A: BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT</b>
5.	<b>ANNEXURE – B : BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT</b>
6.	<b>ANNEXURE – C : BANK GUARANTEE FORMAT FOR PERFORMANCE BANK GUARANTEE</b>

**Sealed Tenders are invited in TWO PARTS against this Tender Notice No. IPR/TN/PUR/F/15-16/4 dated 24-06-2015 for Design, Fabrication, Pre-dispatch Inspection, Factory Acceptance Test, Supply, Installation & Commissioning, Site Acceptance Tests and Training of Helium Compressor and Oil Removal System for Cryogenic Test Facility at IPR, Bhat, Gandhinagar, Gujarat, India.**

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#### **1.0 ELIGIBILITY CRITERIA:**

Party must satisfy following eligibility criteria to get his offer selected for the further evaluation. The party is required to submit the following elaborations/ details along with the quotation to get qualified for the bid.

1. Vendor must have more than 5 years of experience in design, development and manufacture of helium compressor and oil removal system as similar capacity mentioned in this documents or higher capacity.
2. Vendor must have supplied similar product to reputed Govt. / Semi Govt. / Public Sector / Private Sector Units within last five years. (Attach copy of orders with offer).
3. The vendor should have yearly turn over more than 10 crores INR.

Note : The bidders are required to provide their response to essential eligibility criteria with documentary evidence in the form of priced purchase orders, installation reports, catalogues etc., detailing the system manufactured with major technical details therein.

#### **2.0 INSTRUCTIONS TO BIDDERS**

**2.1** This is a TWO PART Tender. Bidder should submit the bid in Two Parts,

(i) **PART – A** : Technical Bid & Commercial Terms and Conditions **Except price.**

(ii) **PART – B** : Price Bid (**Price Alone**)

Bidders shall submit the bid in duplicate.

**2.2 PRICE BID FORMAT** : Bidder shall quote price on the Price Bid Format given in PART-B of tender documents.

**2.3** Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.

**2.4** **Proof for fulfillment of eligibility criteria mentioned above should be submitted along with the tender. If the tender is submitted without valid documents, Purchaser shall not consider your offer. Tenders received without proof of eligibility criteria will be rejected.**

- 2.5 Tender documents can also be obtained by submitting a written request to the Purchase Officer together with prescribed tender fee, provided that the eligibility criteria is fulfilled. Last date for issue of Tender documents is **05-08-2015**.
- 2.6 While requesting for Tender Documents, such request shall indicate **the “REQUEST FOR TENDER DOCUMENTS AGAINST TENDER NOTICE NO. IPR/TN/PUR/F/15-16/4 DATED 24-06-2015”**.
- 2.7 A Pre-Bid Meeting is arranged on 14-07-2015 at 10:00 A.M. at IPR campus for clarifications/specifications/reply to queries by the tenderers. Tenderers should send their queries (both technical / commercial) at least three (3) days prior to the date of Pre-Bid Meeting.
- 2.8 **Tender Fee: The tender fee (non refundable) of USD 16.00 (US Dollar Sixteen only) OR EURO 14.00 (EURO Fourteen only) OR Indian Rs. 1000.00 (Indian Rupees One thousand only) should be made in the form of DEMAND DRAFT drawn in favour of Institute for Plasma Research and payable at Ahmedabad, Gujarat (India). Vendor’s name and tender number shall be indicated on the reverse side of the Demand Draft.**
- 2.9 **DD should not be prior dated to the date of advertisement. Separate request letter and separate Demand Draft shall be sent for each tender.**
- 2.10 **Those who use the downloaded tender documents from IPR Website may submit the prescribed Tender Fee keeping in a separate envelope along with the tender. This envelope should be marked as “TENDER FEE”.**
- 2.11 No request for the extension of due date will be considered.
- 2.12 Late/Delayed offers will not be accepted.
- 2.13 **Earnest Money Deposit:** Bid must be submitted along with Earnest Money Deposit (EMD) for USD 5882.00 (US Dollars Five Thousand Eight Hundred Eight Two only) OR EURO 5241.00 (EURO Five Thousand Two Hundred Forty One only) OR Indian Rs. 3,74,049.00 (Rupees Three Lakhs Seventy Four Thousand Forty Nine only) by way of Demand Draft drawn in favour of **Institute for Plasma Research** payable at **Ahmedabad, Gujarat, INDIA**. EMD of unsuccessful bidder(s) will be returned after finalization of the contract.

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

**The EMD shall be forfeited in case the Bidder fails to comply with any of the terms and conditions stipulated in the tender documents, after submission of Bid.**

2.13.1 The Tender Fee/EMD in case of INR shall be from State Bank of India (SBI)/any Nationalized Bank or any one of the Banks mentioned in bracket (ICICI, IDBI, HDFC, AXIS)

2.13.1.1 In case the Tender Fee/EMD is from any foreign Bank, it should be from a first class bank of international repute.

**2.14 Due date to submission of Tender: Tender in a sealed envelope (Part-A, Tender Fee & EMD in one envelope and Part-B in another envelope) superscribing the envelope with the above tender no., date, due date and brief description of tendered item should be submitted by 1.00 p.m. on 19<sup>th</sup> August, 2015 to the *Purchase Officer, IPR* at the following address**

Purchase Officer  
Institute for Plasma Research  
Near Indira Bridge, Bhat  
Gandhinagar – 382428.  
Gujarat, INDIA.

**Part – A (Techno-Commercial Bid :- Except Price) will be opened on the same day at 2.30 p.m. in the presence of attending tenderers.**

**Part – B (Price Bid) : Date of opening of Price Bid of eligible Bidder/s will be intimated to them later on.**

**2.15** The representative who attends the tender opening should carry an authorization letter from the organization for participation in the tender opening failing which he/she may not be allowed to participate in the tender opening. However one representative only will be allowed to participate in the tender opening process.

**The tenderers representative, who reaches the venue of tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening.**

**2.16** In the event of any date indicated above is declared as a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

**2.17** IPR will not be responsible for any delay/loss of Tender or documents in transit.

**2.18** Bids received without the details asked for including proof of eligibility for participating in the tender may not be considered.

**2.19** Bidders should furnish/enclose full technical details/literature, delivery period and confirm the terms and conditions attached with the tender.

**2.20** **Those who do not meet the eligibility criteria need not submit Tender.**

**2.21** Those who are quoting on behalf of their foreign principals should submit their offer in the form of Proforma Invoice from their Foreign Principals in foreign currency. Those who are submitting their offer/quotation directly, their offer/quotation must accompany a valid authorization certificate issued by their principal.

**Note for Indian Agent :** Bidder should submit quotation on behalf of only one foreign supplier.

**2.22** Bids received without the prescribed Tender Fee and EMD will not be considered.

**2.23** Bidder will submit technical bid, commercial bid and all supporting documents pertaining to this tender in English.

**2.24** **Validity of the bid :** Bid should be valid at least for 120 days from the date of opening of the tender. If asked by the Purchaser, the tenderer shall extend the validity of his bid.

**2.25** **Specifications :** Technical Specifications & drawings are given in Part-A.

**2.26** **Rejection of bid:**

Non compliance of tender specifications and/or tender documents including terms and conditions will lead to rejection of quotations received.

**2.27** **Result of the tenders:**

Unsuccessful bidders will not be informed of the result of their bids.

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

**2.29** All communications related to this tender must be sent to,

Purchase officer,  
Institute for Plasma Research  
Near Indira Bridge, Bhat  
Gandhinagar – 382428.  
Gujarat, INDIA.  
Phone: 079 23962022  
Fax : 079 23962277  
e-mail : [bkbsrao@ipr.res.in](mailto:bkbsrao@ipr.res.in)/[alpesh@ipr.res.in](mailto:alpesh@ipr.res.in)/[pinto@ipr.res.in](mailto:pinto@ipr.res.in)

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

**2.29** **GENERAL INSTRUCTIONS**

- Parties must review the scope of work and ensure that they can do the entire job.
- Tenders should furnish full technical details/literature, list of reputed customers, delivery period, terms and conditions.

- Vendor’s proposal must contain information on the legal status of the vendor’s and his relation to a group of companies, if applicable.
- The vendors shall provide documentation required from any regulatory authority to establish its right to carry out the required job.
- Vendors should provide details of (a) expertise in various areas of manufacturing, fabrication, quality and assembly and erection activities (b) Quality Policy and Program, (c) Quality Audit program, (d) non-conformity control and reporting (e) testing and inspection facilities (separate list for in house and outsourced facilities). (f) Tie up with other industries for different activities listed above and not available in-house.
- Vendors will have to provide an organization chart of his company showing the position of the project manager in relation to the overall company management.
- Vendors will have to give a demonstration of an understanding and appreciation of the work background and technical requirements of each work area and the interactions with other areas.
- The vendors shall identify the key personnel that will be charged with the execution of the work-and disclose the experience of the individual(s) concerned in the form of Curriculum Vitae (CV).
- If the vendor is individual he should explain the manner in which he proposes to execute the task covered in this tender document.
- The details of any technical service, if required for erection, assembly, commissioning and demonstration should be mentioned clearly.
- The details of import License will be furnished in the Purchase Order/Contract.

### **3.0 GENERAL TERMS AND CONDITIONS (GCC)**

Following are the General Conditions of the Contract (GCC) applicable to this tender. The contract/order resulting from this tender shall be governed by the terms and conditions given in this GCC. Bidders submitting the bid against this tender shall be deemed to have read and understood the same in toto.

#### **3.1 DEFINITIONS**

- (a) **“ITEM/S”** shall mean **“Design, Fabrication, Pre-dispatch Inspection, Factory Acceptance Tests, Supply, Installation & Commissioning, Site Acceptance Tests and Training of Helium Compressor and Oil Removal System for Cryogenic Test Facility at IPR.”**
- (b) **“PURCHASER”** shall mean the Institute for Plasma Research, acting through the Director or his authorized representative [herein after called as “IPR”]
- (c) **“DIRECTOR”** shall mean Director of IPR and includes any other officer entrusted with the function of Contracts by the IPR.
- (d) **“INSPECTOR”** shall mean any person appointed by or on behalf of the Purchaser to inspect or carry out quality surveillance on supplies, items or work under the contract or any person deputed by the Inspector for the said purpose.



- (e) The **“TECHNICAL RESPONSIBLE OFFICER (TRO)”** shall mean the person nominated by the Purchaser to carry out all technical functions concerning the contract including inter-alia approval of manufacturing, drawings, post contract technical follow up, accounting of free issue materials where involved and such other technical functions.
- (f) **“PARTICULARS”** shall mean the following:
- (i) Specification(s);
  - (ii) Drawing(s)
  - (iii) Proprietary make denoting the produce any individual firm; and
  - (iv) Any other details governing the construction, manufacture and/or supply as provided in the Contract.
- (g) **“PARTY”** shall mean either the PURCHASER or the CONTRACTOR
- (h) **“PARTIES”** to the Contract are the Contractor and the Purchaser named in the Contract.
- (i) **“CONTRACTOR”/“SUPPLIER”** shall mean the firm or company with whom or with which the order for **Helium Compressor and Oil Removal System for Cryogenic Test Facility** is placed and shall be deemed to include the Contractor's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract.
- (j) **“GOODS”/“MACHINERY”/“EQUIPMENT”/“INSTRUMENTS”/“ITEMS”** shall mean and include what the Contractor agreed to supply under the Contract as specified in the Contract.
- (k) **“CONTRACT” or “PURCHASE ORDER”** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorized confirming the acceptance, for and on behalf of the Purchaser, on the terms and conditions mentioned or referred to in the said communication or document, including all attachments and appendices thereto, while accepting the Tender or Offer of the Contractor for supply of items and any subsequent amendments there to made on the basis of mutual agreement.
- (l) **“SHIPPING RELEASE/DISPATCH CLEARANCE”** shall mean the document issued by the Purchaser authorizing the Contractor to ship the Stores/Goods on satisfactory completion of inspection.
- (m) **“GUARANTEE PERIOD” or “WARRANTY PERIOD”** shall mean the period during which the Contractor shall remain liable without any extra cost to the Purchaser for repair, replace or rectify any defective part or performance of the ITEMS supplied under the Contract.
- (n) **“BID”/“TENDER”/“QUOTATION”** shall mean and include offer and quotation.
- (o) **“PRICE”** shall mean the prices quoted by the Contractor in his Proposal for the entire scope of work covered under the specifications as defined in Part-A.

- (p) **“DELIVERABLES”** shall mean all the Items/Stores, Documentation, Factory Acceptance Tests and On Site Acceptance Tests as described in Part-A.
- (q) **“TENDERER”/“BIDDER”/“VENDOR”** shall mean the entity who seeks to supply goods by sending Tender/Bid/Quotation.
- (r) **“THIRD PARTY”** shall mean the party authorized to carry out the assigned job on behalf of the Purchaser.
- (s) **“ORDER ACKNOWLEDGEMENT”** shall mean, for administrative reasons, the written acknowledgement sent by the Contractor to the Purchaser as soon as the Contract is signed by the Parties.

### **3.2 COUNTER TERMS AND CONDITIONS OF BIDDER:**

Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by IPR, unless specific written acceptance thereof is obtained from IPR.

### **3.3 CLARIFICATIONS:**

Any technical and commercial questions, information, clarifications etc. that may be required pertaining to this tender may be obtained from the Purchase officer. Bidder will send the request for such clarifications to the Purchase Officer minimum 10 working days prior to the due date to submit the bid.

- 3.4** Bids shall be complete in all respects and shall include properly filled in prices, schedules, specifications, relevant drawings and catalogues as necessary along with the bid covering letter, all in duplicate.

**A Proforma Invoice may also be given which should contain the following information.**

- (a) **FOB Value:** The FOB/FCA value should be inclusive of all taxes, levies and duties arising in the bidder’s country.
- (b) **Agency Commission:** The amount of commission included in the price and payable to the Indian Agent of the contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchaser Order/signing of contract and which shall not be subject to any further exchange variations. The payment will be released to the Indian Agent within 30 days from the date of receipt and final acceptance of stores.
- (c) The contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency commission included in the invoice which would be paid to the Indian Agent directly by the purchaser. However, the Contractor’s invoice should separately reflect the amount of commission payable to his Indian Agent.
- (d) The Name and address of the accredited Indian Agent, if any, should be mentioned.
- (e) The earliest delivery period and county of origin of goods/equipment and country of

shipment should be mentioned.

- (f) Name and address of the Banker of the bidder
  - (g) The approximate net and gross weight and dimension of packages/cases may be indicated in your offer.
  - (h) Details of any technical services, if required for erection, assembly, commissioning and demonstration should be mentioned clearly.
  - (i) Bids/Quotations sent through e-mail/fax will not be considered.
  - (j) Samples, if called for, should be sent free of all charges.
  - (k) The details of the Import License will be furnished in the Purchase Order/Contract.
  - (l) The authority of person signing the tender, if called for, shall be produced.
  - (m) It is expressly agreed that the acceptance of the stores/goods contracted for is subject to final approval in writing by the purchaser.
- 3.5** 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.
- 3.6** Tender should be free from Corrections 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.
- 3.7** IPR shall be under no obligation to accept the lowest or any other bid received in response to this tender and reserves the right of acceptance of the whole or any part of the bid or portion of the quantity offered and the bidder shall supply the same at the rates quoted. IPR is not bound to accept the lowest bid. **IPR reserves the right to split the contract among more than one bidders if found necessary at its sole discretion.**
- 3.8** **CONDITIONAL DISCOUNT** : Conditional discount, if any, offered will not be considered.
- 3.9** **TAXES**: The FOB/FCA prices quoted should be inclusive of all taxes, levies, duties arising in the bidder's country.
- 3.10** **TDS/Work Contract Tax/OR any other leviable taxes or duties** : If applicable, the same shall be recovered from the contractors bill and necessary certificate will be issued to the contractor.
- 3.11** **CUSTOMS DUTY**: IPR is exempted from payment of Customs Duty under Notification No.51/96-CUSTOM dated 23-7-1996 (GE21A) as amended by Notification No.93/96-CUSTOM dated 11-12-1996 (GE21A). Necessary Custom Duty Exemption Certificate, wherever applicable, and as per rules will be issued at the appropriate time.
- 3.11.1 IPR is also exempted from payment of Excise Duty under Notification No.

10/97-CE (Central Excise) dated 01-03-1997. Indian manufacturers should specify the applicable taxes and duties separately in the offer.

**3.12 DELIVERY DATE:** Bidders must indicate the firm delivery date by which the materials will be despatched/delivered by them from the date of our order.

The time for and the date of delivery stipulated in the Purchase Order/Contract shall be deemed to be the essence of the contract. Delivery must be completed within the dates specified in Delivery Schedule.

**3.13 SCOPE OF WORK/SUPPLY AND SPECIFICATIONS:**

3.13.1 Scope of work/supply, specifications and drawings under this tender notice are given in Part-A. 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.

3.13.2 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.

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

3.14.1 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.

o **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.

o **Insured by:** (Name of the Contractor)

o **Beneficiary:** Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar-382428.

**o 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.

In addition to insurance of the FIM, Contractor shall also submit Bank Guarantee from a nationalised/scheduled bank for the value of the FIM, as per IPR format.

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.

### **3.15 ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS**

3.15.1 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.

3.15.2 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.

### **3.16 MISTAKES IN DRAWINGS**

The Contractor shall be responsible to make all necessary alterations of the Stores which are occasioned due to any discrepancies, errors or omission in the drawings or particulars submitted by the Contractor irrespective whether these have been approved by the Purchaser or not. If the Contractor fails to make such alterations, the Purchaser may do so at the risk and cost of Contractor.

### **3.17 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.

### **3.18 SUBLETTING OR ASSIGNMENT OF CONTRACT**

3.18.1 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.

3.18.2 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 in terms of clause Nos. 3.43.1 hereof and/or recover from the Contractor damages arising from such cancellations.

3.18.3 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.

**3.19 BAR/PERT CHARTS:**

To be provided as per the requirement of the Purchaser.

**3.20 SAMPLES**

3.20.1 Samples submitted by the Contractor for any reasons, shall be supplied without charge and freight paid without any obligation to the purchaser as regards safe custody and safe return thereof. All samples submitted must be clearly labeled with the Contractor's name and address and tender number. If the Contractor submits the sample with his tender the same shall govern the standard of supply if it has been specifically stated in the Contract that the sample has been accepted instead of the Patent item.

3.20.2 Should certified samples be lent to the Contractor by the Purchaser, the Contractor would be responsible for the return in perfect order of all certified samples, with the labels intact.

**3.21 TERMS OF PRICES:**

3.21.1 Bid/Quotation should be submitted on FOB/FCA basis, inclusive of all taxes, duties, levies, arising in bidder's country and should be FIRM throughout the Contract period. 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.

3.21.2 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.

**3.22 PRE-DESPATCH INSPECTION AND ACCEPTANCE TEST:** IPR reserves the right to carry out Pre-dispatch Inspection (PDI) of the ordered item/s.

The Purchaser's representative/authorized Third Party shall also be entitled at all reasonable times during manufacturing to inspect, examine and test the material and workmanship of all Stores/Goods to be supplied under this Contract at the Contractor's premises/Sub-contractor's premises and if part of said Stores/Goods are being manufactured at other premises, the Contractor shall

obtain from the Purchaser's representative permission to inspect, examine, and test as if the equipment were being manufactured on the Contractor's premises such inspection, examination and testing shall not release the contract from the obligation under this contract.

For tests to be performed at the premises of the Contractor or of any of his sub-contractors the Contractor shall provide free of cost assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

When the Stores/Goods have passed the specified test, the Purchaser's representative shall furnish a certificate to this effect in writing to the Contractor. The Contractor shall provide copies of the tests Certificates to the Purchaser as may be required.

### **3.23 SHIPPING RELEASE/DESPATCH CLEARANCE**

If Pre-dispatch Inspection is a condition in the Purchase Order/Contract, supplier should obtain shipping release/dispatch clearance letter on satisfactory inspection of the Stores/Goods from IPR before effecting the dispatch.

### **3.24 FINAL ACCEPTANCE OF STORE/GOODS**

Materials on its arrival at IPR/delivery site will be inspected by Stores In-charge/Engineer In-charge, and his decision in the matter will be final. Final acceptance will be subject to the satisfactory performance of the Stores/Goods at IPR/delivery site.

### **3.25 INSURANCE**

Purchaser shall make arrangement for insuring the Stores/Goods at its own costs. However, the Contractor shall furnish the following details by fax and courier within one day from the date of shipment of Stores/Goods:

1. Port of shipment
2. Airway Bill/Bill of Lading No. and date
3. Number of packages
4. Weight of Cargo
5. Invoice

### **3.26 INSTALLATION/COMMISSIONING/SITE WORKS**

Wherever these activities are part of scope of work/specifications, Contractor should carry out the same without any extra cost to IPR.

### **3.27 DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER**



Bidder must ensure that all documents asked in the tender document are included with the bid.

Bidder shall use high quality Plastic bags to protect the bids from any damage in transit.

### **3.28 TERMS OF PAYMENT**

**IPR is fully funded by Govt. of India and the normal terms of payment are by Sight Draft.** However, other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon. (L/C will be opened through Purchaser's Bankers and all bank charges outside India to be borne by the Supplier.)

Wherever advance payment is involved, advance payment shall be made subject to submission of Bank Guarantee for an equivalent amount from State Bank of India(SBI) or bank acceptable to IPR/their bankers. Bank Guarantees should be furnished as per IPR format given in **Annexure-B**.

The Sight Draft/Letter of Credit will be operative on presentation of the under mentioned documents.

- (a) Original Bill of Lading/Airway Bill
- (b) Commercially certified invoices describing the Store/Goods delivered, quantity, unit rate and their total value in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
- (c) Packing List showing individual and weight of packages
- (d) Test Certificate (if applicable)
- (e) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser
- (f) Warrantee/Guarantee Certificate
- (g) Certificate of origin

The payment schedule for this tender is given hereunder:

#### **(1) Through Letter of Credit :-**

The Letter of Credit will be established for 80% of contract value and supplier will be allowed to draw payment as below :-

- (i) 10% of the FOB value will be paid as advance against submission of Invoice alongwith Advance Bank Guarantee for an equivalent amount. This payment will be made only after signing of the contract and on submission of Security Deposit.

- (ii) 10% of the FOB value will be paid after approval of all related designs and drawings by IPR and on receipt of Advance Bank Guarantee for an equivalent amount, valid till the delivery of the system at IPR.
- (iii) 60% of the FOB value will be paid against presentation of clear & unconditional shipping documents together with the shipment clearance letter issued by IPR to the negotiating Bank.

**(2) Through Wire Transfer :-**

20% of the FOB value will be paid within 30 days after installation and commissioning and completion of satisfactory acceptance tests at IPR site and on submission of the Invoice with 10% Performance Bank guarantee of the contract value from a first class foreign bank/nationalized/scheduled bank, valid throughout the warranty period and the grace period of 3 months.

However, bidder may propose their payment terms in their quotation that IPR may or may not accept. Acceptance of your payment terms is the sole discretion of IPR.

Release of Payment is subject to signing of contract and furnishing Security Deposit specified in the tender documents and furnishing Bank Guarantee in case of advance payment.

**Note :- All balance payments linked to Performance Bank Guarantee will be made only by Wire Transfer.**

**3.29 LOADING CRITERIA :**

- 1. In case of deviation in payment including demand of advance, interest @12% p.a. will be loaded.

**3.30 EXPORT LICENSE**

If the quoted item/s is/are subject to Export License, the Contractor should obtain Export License from the Exporter's country or any other country without any cost to Purchaser. Purchaser shall provide End Use Statement to Contractor on receipt of End Use format and a written request from the Contractor. All payments due to the Contractor shall be made only after obtaining Export License by the Contractor.

**3.31 DEMURRAGE**

Supplier shall bear demurrage charges if any incurred by the Purchaser due to delayed presentation of shipping documents as prescribed in clause No. 3.28 to the Bankers within reasonable time (say within 10-12 days) from the date of bill of lading for sea consignment and within 3 to 4 days from the date of Air Way Bill for Air consignment.

**3.32 BANK CHARGES**

All bank charges within India shall be borne by the Purchaser. Similarly all bank charges outside India shall be borne by the supplier including the charges towards advising amendment commission.

**3.33 PORT OF ENTRY**

Mumbai (for Sea Freight) / Ahmedabad (for Air Freight)

**3.34 PORT / ULTIMATE CONSIGNEE**

Purchase Officer, Institute for Plasma Research, Bhat, Gandhinagar, Gujarat, India.

**3.35 SHIPPING MARKS**

The marks on the shipping documents such as invoice, bill of lading and on the packages should be as follows:

\_\_\_\_\_

**CONTRACT/PURCHASE ORDER No.** \_\_\_\_\_

**DT.:** \_\_\_\_\_

**INSTITUTE FOR PLASMA RESEARCH  
GANDHINAGAR**

**DESTINATION.....**

**PORT OF ENTRY: Ahmedabad, India.**

\_\_\_\_\_

**3.36 MODE OF DISPATCH**

By Sea/Air freight through a freight forwarder nominated by the Purchaser.

**3.37 CONTRACTOR’S RESPONSIBILITY REGARDING DISPATCH**

In order to facilitate prompt clearance of Stores on arrival in India through Customs, the Contractor shall forward in advance to the Purchaser, by rapid Courier Service, one copy of each of documents as detailed hereunder:

- a) Non-Negotiable Bill of Lading/Airway Bill(s)
- b) Invoice
- c) Packing list indicating items dispatched
- d) Number of packages with their dimensions and weights
- e) Vessel/Flight details, expected date of arrival at India, insurance policy (if applicable).

The bidder shall indicate in his offer the country of origin of the Stores offered and the name and address of the manufacturer shall be indicated in the "Bid".

The Contractor shall also intimate the Purchaser by fax/scanned copy the shipping details such as Bill of Lading/Air Way Bill number, name of carrier/flight number, date of sailing/flight, expected date and port/airport of arrival, number and weight of packages, value of consignments, Contract number and date so that delivery documents can be made preparatory to customs clearance, by the Purchaser.

### **3.38 CONTRACTOR'S DEFAULT LIABILITY**

3.38.1 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.

3.38.2 In the event the Purchaser terminates the contract in whole or in part as provided in Clause for 3.38.1, 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 3.42 until such reasonable time as may be required for the final supply of stores.

3.38.3 If the contract is terminated as provided in clause 3.38.1 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.

3.38.4 In the event the Purchaser does not terminate the Contract as provided in

Clause 3.38.1 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 3.42 until the Stores are accepted.

### **3.39 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. The price of replacement items shall be paid by the purchaser on the basis of original price quoted in the Tender or as reasonably worked out from the tender. However customs clearance at Port of Entry will be provided by the Purchaser.

### **3.40 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 3.38 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 3.46.

### **3.41 EXTENSION OF TIME**

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.

### **3.42 DELAY IN COMPLETION/LIQUIDATED DAMAGES**

- 3.42.1 If the contractor fails to deliver the Stores/Goods within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages sum of half percent (0.5 percent) of the total Contract price (Basic price) for each calendar week of delay. The total liquidated damages shall not exceed five percent (5 %) of the contract price. Stores/Goods will be deemed to have been delivered only when all its component parts are also delivered. If certain components are not delivered in time, the Stores/Goods will be considered as delayed until such time as the missing parts are delivered.
- 3.42.2 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.

### **3.43 RECOVERY OF SUMS DUE**

- 3.43.1 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.
- 3.43.2 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, the same shall be recovered from the payment due to the Contractor.

#### **3.44 TRANSPORT AND DELIVERY OF THE ITEMS :**

- (i) The material shall be delivered as per FOB/FCA term (including packing, forwarding, internal freight charges and insurance from Factory upto the port of origin) (INCOTERMS 2010). All expenses in this regard are to the account of bidder.
- (ii) The bidder must take an appropriate insurance against a risk of loss or damage to the Items during the transport from Factory to the port of origin/FOB Port.
- (iii) The bidder shall ensure that the Items to be delivered are safely and properly packed according to the nature of goods and to suit the mode of transport. All packages shall contain a packing list detailing numbers and details of items packed.
- (iv) The bidder shall clearly label the Items and provide official documentation that export is on behalf of the IPR and for its official activities. IPR will give detailed instructions related to such documentation at a later stage.
- (v) The bidder shall ensure that any export license or authorization is obtained and shall provide all documents necessary for customs clearance for the export of the Items.
- (vi) Should IPR make a duly justified request to postpone the delivery of the whole or part of the Items at least 60 (sixty) calendar days prior to the stipulated date of delivery, the bidder shall provide storage, protection and maintenance under its own responsibility for a period of 60 (sixty) calendar days free of charge. IPR shall provide the bidder direction on future storage, protection or maintenance requirement no later than the 40th calendar day of the free-of-charge period of 60 (sixty) calendar days in case further postponement of delivery is required. If the period exceeds 60 (sixty) calendar days, the bidder shall continue to provide storage, protection and maintenance. It is understood that an agreement between IPR and the bidder involved will be reached concerning the reimbursement of actual duty documented and justified costs incurred during the period of time in excess of the aforementioned 60 (sixty) calendar days.

#### **3.45 TRANSFER OF RESPONSIBILITIES**

At FOB/FCA port of origin (INCOTERMS 2010)

#### **3.46 GUARANTEE/WARRANTY & REPLACEMENT**

- (a) The Contractor shall guarantee the stores/goods supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of 24 months or 8000 hours of operation whichever is earlier starting from the date of acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, contractor shall remedy such defects at his own cost provided he is called upon

to do so within a reasonable period. The repaired/replaced equipment should carry warranty period of 24 months from the date of acceptance.

- (c) Should Contractor fails to rectify, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective Stores.
- (d) The decision of the purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of fifteen (15) months after the acceptance of the stores or eighteen (18) months from the date of shipments whichever is later or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (e) To fulfill guarantee/warranty conditions outlined in Clause 3.46 (a) to (c) above, the Contractor shall at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser, (Bank Guarantee form enclosed) from a Bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract along with 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.
- (f) All the replacement Stores/Goods shall also be guaranteed for a period of 24 months from the date of arrival of Stores/Goods at Purchaser's site.
- (g) Even while the 24 months guarantee applied to the Stores/Goods in case where a greater period is called for by our specifications then such a specification shall apply, in such cases the period of 24 months referred to in Caluse- 3.46 (b) and (c) shall be the 'asked for' guarantee period plus two months.

### **3.47 CONTRACTOR'S LIABILITY FOR DEFECTIVE STORES**

3.47.1 The Purchaser may accept the Stores, if it is complete in all respects or alternatively accept the same on such terms as may be considered appropriate. If the Stores, after the acceptance thereof is discovered to have defects, latent or otherwise, notwithstanding that such defects could have been discovered at the time of inspection, or any defects therein are found to have developed during the Guarantee Period while under proper use of subsequently it is found that Stores failed to fulfill the requirements or Particulars of the Contract or developed defects after erection / put into use within a period of 24 months or 8000 hours of operation whichever is earlier starting from the date of acceptance of the stores , the Purchaser shall be entitled to give a notice to the Contractor within 26 months from the date of acceptance of stores setting forth details of such defects or failure and Contractor shall forthwith make the defective Stores good or alter the same to make it comply with the requirements of the Contract at his own cost. Further, if in the opinion of the Purchaser, defects are of such a nature that the same cannot be made



good or repaired without impairing the efficiency or workability of the Stores or if in the opinion of the Purchaser, such opinion being final, the Stores cannot be repaired or altered to make it comply with the requirements of the Contract, the Contractor shall remove and replace the same with a Stores confirming in all respects to the stipulated specifications at the Contractor's own cost. If the Contractor fails to make the desired repairs/ replacement within reasonable time then such repairs/replacement at the cost of the Contractor shall be carried out by the Purchaser, with Stores of the same Particulars or when the stores conforming to the stipulated particulars are not in opinion of the Purchaser readily procurable, such opinion being final, then the nearest available substitute thereof.

3.47.2 Should the Contractor fails to comply within a reasonable time of issue of notice, the Purchaser may reject at the cost of the Contractor, the whole or any part of the Stores as the case may be, which is defective or fails to fulfill the requirements of the Contract and make the desired repairs/replacement as stipulated in cause no 3.47.1 above.

3.47.3 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.

### **3.48 REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPAREPARTS ORDERED**

The Contractor shall also undertake the supply of additional number (Nos.) of items covered by the Order as considered necessary by the Purchaser at a later date. The actual price to be paid shall be mutually agreed to after negotiations

### **3.49 PACKING INSTRUCTION AND SHIPMENT**

(a) The Contractor wherever applicable shall pack and crate all Stores: for sea/air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

(b) If packing materials are of any kind of plant origin, Phytosanitary Certificate issued by an authorized 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 mandatory requirement under law enacted by the Govt. of India. Deviation from this may result in holding of the consignment at customs causing delay which will be the sole responsibility of supplier.

(c) The Contractor shall ensure that each box/unit of shipment is legible and

properly marked for correct identification. The failure to comply with this requirement shall make the contractor liable for additional expenses involved.

- (d) The Contractor shall notify the Purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
- (e) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.
- (f) Transshipment of equipment shall not be permitted except with written permission by the Purchaser.
- (g) Apart from the despatch documents negotiated through Bank the following documents shall also be air-mailed to the Purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments.
  - i) Commercial Bill of Lading / Air Way Bill. (two non- negotiable copies).
  - ii) Invoice (3 copies)
  - iii) Packing List (3 copies)
  - iv) Test Certificates (3 copies) (if applicable)
  - v) Shipping clearance letter issued by Purchaser

Contractor shall also ensure that one copy of packing list is enclosed in each case/box.

### **3.50 MARKINGS (ON PACKAGES)**

All packages shall be clearly, legibly and durably marked with uniform block letters (preferably with waterproof paint) on at least three sides with:

- a) Destination address as communicated
- b) Contract Number and date
- c) Dimensions
- d) Net and gross weights
- e) Sign showing 'side up'
- f) Sign showing 'fragile' marks in case of delicate Products
- g) Sign showing slinging and sling position as well as tilt and shock indicators
- h) Any handling and unpacking instructions, if considered necessary.
- i) Identification mark relating them to the appropriate shipping documents
- j) In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

- k) Write the following conspicuously on the box(es). “PLEASE DO NOT KEEP THIS BOX HORIZONTALLY AND KEEP ONLY VERTICALLY”

### **3.51 GENERAL ADMINISTRATIVE PROVISIONS**

- (i) The Parties shall designate the Technical Responsible Officers (hereinafter referred to as the “TRO”) on award of the contract. TRO will be responsible for the execution of the contract and will be the single point of contact. The IPR TRO is the lead responsible official unless otherwise stated herein.

### **3.52 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.

#### **3.52.1 TERMINATION OF CONTRACT FOR INSOLVENCY**

If the supplier becomes bankrupt or otherwise insolvent or goes into liquidation, the Purchaser may, at any time, terminate the contract, by giving written notice to the supplier, 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.

#### **3.52.2 TERMINATION OF CONTRACT FOR CONVENIENCE**

After placement of contract, there may be some unforeseen situation compelling the Purchaser to cancel the contract. In such case, the Purchaser is to send a suitable notice

to the supplier for cancellation of the contract, in whole or in part, for its (Purchaser's) convenience, *inter alia*, indicating the date with effect from which the termination is to become effective. Depending on the merits of the case, the Purchaser suitably compensates the Supplier on mutually agreed terms for terminating the Contract.

### **3.53 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.

### **3.54 SETTLEMENT OF DISPUTES**

Both the parties will try to resolve all the disputes during execution of this tender through negotiations and mutual understanding.

### **3.55 ARBITRATION**

In the event of any dispute or difference arising under this Contract, the matter shall be referred to the Arbitrators one each nominated by the Purchaser and Contractor from their respective organizations. In case they 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. The venue of arbitration will be IPR. Subject to as aforesaid the Arbitration Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Contract.

### **3.56 JURISDICTION**

The Courts of Ahmedabad, India only shall have exclusive jurisdiction to deal with and decide any legal or dispute arising out of the contract.

### **3.57 PRECEDENCE**

In case of conflict, decision of IPR shall have precedence over this tender.

### **3.58 FORCE MAJEURE**

Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Purchaser, as the case may be which they could not foreseen or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:-

- (i) Natural Phenomena, including but not limited to floods, droughts, earthquakes, and epidemics.

- (ii) Acts of any Government, domestic or foreign including but not limited to war-declared or undeclared, priorities, quarantines, embargoes.
- (iii) Other Phenomena including but not limited to hostilities riots, civil commotion and declared lock-out in Contractor's works.
- (iv) Provided that Parties shall not be liable for delays in performing its obligations resulting from any Force Majeure causes as referred to/or defined above. The date of completion will subject to hereinafter provided, be extended by reasonable time even though such cause may occur after contractors performance of his obligations has been delayed for other cause. However, the Contractor is not entitled to increase in statutory levies that has come into force during the extended delivery period.

### **3.59 LANGUAGE AND MEASUREMENT**

All documents pertaining to the contract including specifications schedule notices, correspondence operating and maintenance instructions drawing or any other writing shall be written only in English language. The metric system of measurement shall be used exclusively in this contract.

### **3.60 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, IPR or other officers authorized by him for and on behalf of the Purchaser.

### **3.61 INDEMNITY**

The Contractor shall warrant and be deemed to have warranted that all Stores/Goods, 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/Goods of infringement of any right protected by Patent, Registration of design or Trade Mark and shall risk of accidents or 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 fulfillment of the contract.

### **3.62 ASSIGNMENT**

This Contract shall ensure to the benefit of and be binding upon the successors and assigns of the parties hereto. It will not be assigned in whole or in part by either party without prior written consent of the other. If the Contractor becomes insolvent or goes into bankruptcy or is caused to be wound up, except for reconstruction purposes or carries on its business under a Receiver, the representatives in law of the state of the Contractor or any such receiver, Liquidator or any person in whom the Contract may be vested shall forthwith give notice thereof in writing to the Purchaser and shall remain

liable for the successful performance of the Contract and nothing aforesaid shall be deemed to relieve the Contractor or the successors of their obligations under this Contract under any circumstances.

### **3.63 SECURITY INTEREST**

On items to be delivered under this Contract, including an item of work in progress in respect of which payment have been made in accordance with terms of the Contract, Purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the Purchaser in accordance with terms of the Contract. Such security interest of the Purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any other entity.

### **3.64 APPLICABLE LAW**

The Contract shall be interpreted, construed and governed by the laws of India.

### **3.65 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 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.

### **3.66 PUBLICITY**

No publicity of any kind whatsoever regarding the contract shall be given by the Contractor without prior written permission of the Purchaser.

### **3.67 SECRECY**

- a. All information, drawings, designs and specifications imparted to the Contractor shall, at all times, remain the absolute property of the Purchaser, the Contractor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.
- b. The Contractor shall use his best endeavors to ensure that such information are not divulged to third parties except where needed for the performance of the Contract by the Contractor with the prior consent of the Purchaser. In such cases, the Contractor shall ensure and obtain similar obligation of confidence, from third parties in question.

### **3.68 SIGNING OF CONTRACT**

The Contract shall be signed by authorized representatives of Contractor and Purchaser on Indian non-judicial stamp paper of appropriate value.

### **3.69 TITLE TO THE PLANT / EQUIPMENT / MACHINERY / INSTRUMENTS/ STORES / GOODS**

In addition to other remedies under the law and the Contract, the Purchaser shall be the owner of each consignment in respect of which 80% (eighty percent) of the Contract price has been paid, to secure refund of such amount in the event the same becomes refundable under the terms of the Contract or under the law and to secure payment of any dues under other contract or under the law, the responsibility for safe and proper storage, replacement of defective or lost equipment and erection of the plant/equipment/machinery/instruments/ stores/goods prior to its acceptance by the Purchaser shall always remain with the Contractor.

### **3.70 TRAINING**

The Contractor shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's engineering or technical personnel for their active association on the manufacturing processes throughout the manufacturing period of the Goods/Stores, number of such personnel to be mutually agreed upon. If demanded by the Purchaser, such training shall be conducted at Purchaser's site by the Contractor free of charge. The duration of training shall be mutually decided upon by the Purchaser and the Contractor.

### **3.71 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.

### **3.72 SECURITY DEPOSIT**

Within fifteen (15) days from the date of issue of Purchase Order/Contract by the Purchaser, the Contractor shall submit a **Bank Guarantee equal to 10% (ten percent) of the contract value, as "Security Deposit"** towards execution and performance of the Contract.

The Security Deposit shall be submitted in the form of Bank Guarantee issued by a Nationalized Bank, Bank acceptable to IPR/their banker as per the bank guarantee format given in Annexure – A.

The Bank Guarantee shall remain valid till satisfactory performance of the Contract, here it means acceptance of the material in respect of supply and satisfactory completion of installation and commissioning and acceptance of the material/equipment. If need

arises, the Contract shall extend the validity of the Bank Guarantee for suitable period at his expenses.

If the Contractor fails to provide the Security Deposit as stated hereinabove, within 15 days from the date of issue of Purchase order/Contract, such failure shall constitute a breach of contract and the Purchaser shall be entitled to cancel the Contract and make alternate arrangements for the purchase of the Stores/Goods contracted from other sources at the risk and expenses of the Contractor and recover from the contractor the damages arising from such cancellation.

In the event, the Contractor fails to fulfill the obligations under the Contract; the Purchaser shall have the right to encash and appropriate the Security Deposit.

Where the Contractor fails to maintain the Contractual delivery date, the Contractor shall extend the validity of Bank Guarantee(s) suitably to cover the extended/expected delivery date, failing which, the Purchaser shall have the right to invoke the Bank Guarantee(s) without prejudice to the terms and conditions of the Contract.

Upon satisfactory execution of the Purchase order/Contract, the original Bank Guarantee shall be returned to the Contractor without any interest on receipt of a request from the Contractor.

**In case the tenderer registered with DGS&D, NSIC or MSME, they can be considered for exemption from Security Deposit to the extent of the monetary limit of such registration, provided the past performance of the Contractor is satisfactory. In respect of contracts beyond the monetary limits of such registration, the Contractor shall furnish a Bank Guarantee of the excess value, towards security deposit.**

### **3.73 PERFORMANCE BANK GUARANTEE**

The Contractor/Supplier will have to furnish to the Purchaser (IPR) an interest free **performance bank guarantee for 10% (Ten percent) of the total order value/contract value** by way of providing a Bank Guarantee from a Nationalized Bank/ Bank acceptable to IPR/their banker 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 **THREE** months beyond the warranty period mentioned in the Contract. In the event that the Bank Guarantee needs extension, the Contractor shall extend the validity of PBG for a 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. The performance bank guarantee format is given in **Annexure – C**.



### **3.74 BIDDER'S CONFIRMATION**

#### **1. BIDDER'S TERMS AND CONDITIONS, IF OTHER THAN SPECIFIED IN INSTRUCTION TO BIDDERS & GENERAL CONDITIONS OF CONTRACT - PART-A**

Bidder may specify his terms and conditions, if other than specified in Part-A. Bidder must note that this may be rejected if not acceptable to IPR.

#### **2. BIDDER'S DEVIATIONS FROM TECHNICAL SPECIFICATIONS, DRAWINGS, TERMS AND CONDITIONS, IF OTHER THAN SPECIFIED IN TECHNICAL SPECIFICATIONS OF PART-A**

Bidder may specify his deviation from technical specifications, drawings, terms and conditions, if other than specified in Technical Specification of Part-A. However, bidder should note that such request may not be accepted by IPR.

#### **3. BIDDER'S PAYMENT TERMS AND CONDITIONS.**

Bidder may specify his Payment schedule, if different than specified under clause No. 3.28 hereinabove. However, bidder should note that such request may or may not be accepted by IPR.

#### **4. ANY ADDITIONAL INFORMATION BIDDER WANTS TO GIVE IN SUPPORT OF HIS BID:**

**5. CONFIRMATION LETTER FROM BIDDER:**

Bidder will attach a confirmation letter (draft given below) with Part-A of the bid.

“This is to confirm that we have studied all documents and specifications of Tender notice for **“Design, Fabrication, Pre-dispatch Inspection, Factory Acceptance Tests, Supply, Installation & Commissioning, Site Acceptance Tests and Training of Helium Compressor and Oil Removal System for Cryogenic Test Facility at IPR”** Bhat, Gandhinagar, Gujarat, India; **Tender Notice No. : IPR/TN/PUR/F/15-16/4 DATED 24-06-2015.** We also hereby confirm that our Price Bid is in-line with the terms and conditions, management specifications and technical specifications given in this tender.”

Place:

Signature

Date:

Name:

Name of the bidder:

Official Seal:

**ANNEXURE – A**

**BANK GUARANTEE (SECURITY DEPOSIT)**

**(On non-judicial stamp paper of appropriate value)**

THIS DEED OF GURANTEE MADE AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ having its registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter called “the Bank” which expression shall mean and include the said \_\_\_\_\_ and its successors and assigns) of the one part AND IPR (INSTITUTE FOR PLASMA RESEARCH) Near Indira Bridge, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter called “the purchaser” which expression shall mean and include the said INSTITUTE FOR PLASMA RESEARCH, ANDHINAGAR and its successors and assigns) of the other part.

WHEREAS \_\_\_\_\_ (hereinafter called “the Contractor/Supplier”) having its registered office at \_\_\_\_\_ have entered into a Contract having order / contract value of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_) with the purchaser being Purchase order /Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ in accordance with the terms, specifications and conditions contained therein.

AND WHEREAS under the terms of the aforesaid order/contract, the contractor/Supplier is to furnish to the Purchaser a Bank guarantee for an amount of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_) being 10% of the total value of the purchase order/contract by way of security for fulfilment of the Contractual obligations on the part of the Contractor/Supplier thereunder.

AND WHEREAS the Contractor/Supplier has requested the Bank to guarantee the due payment of the aforesaid amount by the contractor/supplier to the purchaser in case the contractor/supplier fails to fulfil any of the aforesaid contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48 hours, on demand, in writing from the purchaser or any officer authorised by it in this behalf and without demur, any amount upto and not exceeding Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_) to the Purchaser on behalf of the Contractor/Supplier.
2. This guarantee is valid and binding upon the Bank till final acceptance of the ordered item/s by the Purchaser and fulfillment of all the contractual obligations to the satisfaction of the Purchaser and shall not be terminable or affected by notice of any change in this constitution of the Bank or of the firm of Contractor or on account of any reason whatsoever.

3. The liability of the Bank hereunder shall not be impaired or discharged by any extension of time or variations or alterations made or conceded or agreed within or without the knowledge or consent of the Bank or by or between the parties to the said Purchase order.
4. The liability of the Bank under this deed is restricted to the sum of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_) and same shall remain in force till final acceptance of the ordered item/s covered in the Purchase order (two months beyond final acceptance date). In case any further extension of the present guarantee is required the same shall be granted on receiving instructions in writing there for from the contractor/supplier on whose behalf this guarantee is issued.
5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or periods as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.
6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid purchase order against the contractor/supplier shall in no way relieve the Bank of its liability under this deed.

In witness whereof, we the \_\_\_\_\_ have executed this.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

For \_\_\_\_\_

(Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses: (1)

(2)

**ANNEXURE-B**

**BANK GUARANTEE (ADVANCE PAYMENT)**

**(On non-judicial stamp paper of appropriate value)**

BANK GUARANTEE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

1. WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_, a company registered under the companies act and having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Contractor/Supplier") entered into an Agreement/Contract/Purchase Order bearing No. \_\_\_\_\_ date \_\_\_\_\_ with IPR (INSTITUTE FOR PLASMA RESEARCH), Near Indira Bridge, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of \_\_\_\_\_ (hereinafter referred to as "the Equipment").

2. AND WHEREAS under the terms and conditions of the contract an amount of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ only) representing \_\_\_\_\_ percent advance payment out of the contract value of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ only) is to be paid by the Purchaser.

3. AND WHEREAS IPR has agreed in pursuance of the said terms and conditions of the contract to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.

4. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the Purchaser having agreed to pay to the Contractor an advance payment of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ Only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs./ USD/Euro \_\_\_\_\_ (Rupees/ USD/Euro \_\_\_\_\_ Only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of any of the terms and conditions of the contract by the Contractor.

5. WE, \_\_\_\_\_ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement/Contract/Purchase Order or by reason of the Contractor(s)'s failure to perform the said Agreement/Contract/Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs./USD/Euro \_\_\_\_\_ (Rupees/ USD/Euro \_\_\_\_\_ Only).

6. WE, \_\_\_\_\_(Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us.

7. AND WE, \_\_\_\_\_(Bank) hereby further agree that the decision of the said Project Director, IPR as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to amount of damage or loss assessed by the said Project Director as damage or loss suffered by the Purchaser/IPR on account of such breach would be final and binding on us.

8. WE \_\_\_\_\_(Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/Purchase Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.

9. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

10. OUR GUARANTEE shall remain in force until \_\_\_\_\_(two months beyond the contract completion date) and unless a claim under the guarantee is lodged on or before the above date, all rights of Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed this.

Dated the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

For \_\_\_\_\_  
(Indicate the name of bank with Postal address, Fax  
Number & email address)

Witnesses:(1)

(2)

**ANNEXURE – C**

**PERFORMANCE BANK GUARANTEE**

**(On non-judicial stamp paper of appropriate value)**

BANK GUARANTEE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

1. WHEREAS on or about the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ M/s \_\_\_\_\_, a company registered under the Companies and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Contractor/Supplier") entered into an Agreement/Contract/Purchase Order bearing No.

\_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "The Contract") with IPR (INSTITUTE FOR PLASMA RESEARCH), Near Indira Brdige, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of \_\_\_\_\_ (hereinafter referred to as "the Equipment").

2. AND WHEREAS under the terms and conditions of the contract an amount of Rs/USD/Euro \_\_\_\_\_ (Rupees/USD/Euro\_\_ only) representing balance \_\_\_\_\_ percent payment out of the total value of the contract of Rs/USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ only) is to be paid to the Contractor on the final acceptance of the equipment and on the Contractor furnishing a bank guarantee in a manner herein contained towards satisfactory performance of the equipment during warranty period, viz. \_\_\_\_\_ months from the date of final acceptance/commissioning of the said equipment or \_\_\_\_\_ months from the date of despatch of the last lot of consignment whichever is earlier (Specify as per warranty clause in the Order).

3. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the promises and the payment of said sum of Rs/USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ Only) by the Purchaser to the Contractor do hereby agree and undertake to pay to the Purchaser the amount due and payable under the guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or suffered by the Purchaser by reason of unsatisfactory performance of the equipment during the warranty period. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount no exceeding Rs/USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ only).

4. WE, \_\_\_\_\_ (Bank) undertake to pay to IPR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s), in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making

such payment.

5. WE, \_\_\_\_\_(Bank) hereby further agree that the decision of the Project Director, IPR as to whether the said equipment is giving satisfactory performance or not during the warranty period and as to the amount of damages suffered by the Purchaser on account of the unsatisfactory performance of the said equipment shall be final and binding on us.

6. AND WE, the \_\_\_\_\_(Bank) do hereby agree that our liability hereunder shall not be discharged by virtue of any Agreement/Contract/Purchase Order between the Purchaser and the Contractor whether with or without our knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever relating to the contract which but for this provision would amount to discharge of the surety under the law.

7. THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. OUR GUARANTEE shall remain in force until \_\_\_\_\_(two months beyond the contract warranty period) and unless a claim under the guarantee is lodged with us on or before the above date, all rights of the Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed

this. Dated the \_day of \_\_\_\_\_20\_\_.

For

\_\_\_\_\_

(Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses:

(1)

(2)

Official Seal



# PART-B

## PRICE BID FORMAT

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

**Tender Notice No. IPR/TN/PUR/F/15-16/4 Dated 24-06-2015**

**“Design, Fabrication, Pre-dispatch Inspection, Factory Acceptance Tests, Supply, Installation & Commissioning, Site Acceptance Tests and Training of Helium Compressor and Oil Removal System for Cryogenic Test Facility at IPR.”**

*(specify the currency)*

Sr. No.	Description	Quantity	Unit cost	Total price
1	Design, Fabrication, Pre-dispatch Inspection, Factory Acceptance Tests, Supply, Installation & Commissioning, Site Acceptance Tests and Training of Helium Compressor and Oil Removal System for Cryogenic Test Facility at IPR	1 System		
2.	Installation and Commissioning Charges (Lumpsum) (if any)			
3.	Recommended Spares (if any)			
<b>Total FOB/FCA/FOR named Airport/Seaport/Place Price</b>				

	Indicate percentage Except Freight <i>(specify the currency)</i>			
	Percentage	Included	Excluded	Not Applicable
Packing and Forwarding				
Excise Duty				
Customs Duty				
Sales Tax / VAT				
Service Tax (if any)				

**Place:**

**Date:**

**Signature of Bidder with seal**