

**ANNEXURE: B**

**TERMS & CONDITIONS**

***RFP FOR DESIGN, COMMISSIONING AND INSTALLATION  
OF PORTABLE VACUUM SYSTEM***

**1 TERMS & CONDITIONS**

**1.1. ENTIRE AGREEMENT**

1.1.1. The Contract to be entered into shall convey the final agreement between the Department and the Contractor on the terms and conditions and be a complete and exclusive statement of the terms of the agreement.

1.1.2. In the event of conflicts between general conditions of Contract and the specification furnished by the Department, the latter will take precedence.

**1.2. MODIFICATIONS IN THE CONTRACT**

This Contract may be amended or modified only in writing signed by both the parties or their duly authorized agents or representatives by an amendment issued by the Department and accepted by the Contractor, pursuant to the terms stated therein.

**1.3. CHANGES AND MODIFICATIONS TO SPECIFICATIONS AND QUALITATIVE REQUIREMENTS**

1.3.1. The Department shall reserve the right at any time to modify the qualitative requirements, specifications, patents or drawings related to the work covered by the Contract. The Contractor shall inform to the Department within 30 days, of any objections they have to the modifications required.

1.3.2. The Department may also accept the modification proposed by the Contractor on his own initiative or on behalf of Sub-vendors or as a result of detailed engineering review.

1.3.3. Unless the Department directs otherwise, the Contractor shall, in either case, submit within reasonable time limit to be specified by the Department, an estimate of the effect of any such modification in the cost of performance of work and/ or on the delivery/work completion schedule. In view of these estimates, the Department will decide whether and if so at what stage, the modifications are to be introduced and shall advise the Contractor in writing together with the Department's new limits of liability.

**1.4. SUB-CONTRACTING**

The Contractor shall not assign or sub-contract the work or any part of the work without the written approval of the Department. In the event of approval of Sub-vendors, the detailed specifications and drawings of sub-contracted items shall be approved by the Department.

**1.5 COMPLIANCE WITH STANDARDS**

All the materials supplied and used (except those which are already available in the leak check facility) shall be new and of first class quality and manufactured and tested in accordance with the latest editions of the relevant Indian/ International standards. Wherever imported components are used, they shall be manufactured in accordance with the relevant standards published in the country of manufacture after allowing for specific aspects under Indian conditions such as tropical climate, etc. Any material or work, where no specific standard is applicable, shall be fabricated as per the instructions and directions of the Department.

All the electrical equipments used shall conform to the latest Indian Electricity rules as regards safety, earthing and other essential provisions specified therein for installation and operation of electrical parts.

**1.6 EXECUTION OF WORK**

The specifications of the work are intended to describe and provide for a complete finished system. It is to be understood and agreed by the Contractor that the work described shall be complete in every detail, even though every item necessarily involved is not particularly mentioned. The Contractor shall be required to provide all labour, materials and equipments necessary for the completion of the work described and shall not avail themselves of any manifesting unintentional error, omission or inconsistency that may exist. The Contractor shall carry out and complete the work in every respect in

accordance with the Contract and the directions and to the satisfaction of the Department.

**1.7 RIGHTS OF THE DEPARTMENT**

1.7.1 RIGHT TO ILLUSTRATE AND EXPLAIN PLANS

- a. The various parts of the Contract are intended to be complementary to each other but if any discrepancies appear or any misunderstanding arises, the explanation of the Department will be final and binding.
- b. The corrections of any errors or omissions of specifications may be made by the Department, when such correction is necessary to bring out clearly the intention which is indicated by a reasonable interpretation of the specifications as a whole.
- c. Wherever in the specifications which are a part of the work or which may be furnished to the Contractor for directing the work, the terms and descriptions of various qualities of workmanship, materials, structures, processes, plant or other features of the work are described in general terms, the meaning of fulfillment of which must depend upon individual judgements, then in all such cases, the question shall be decided by the Department and said material shall be furnished, said work shall be done and said structure or feature shall be incorporated, furnished or carried out in full and in accordance with their interpretation of the same and to their full satisfaction and approval, provided such interpretation is not in direct conflict with the specifications or generally accepted good practice.

**1.8 CONTRACTOR'S FUNCTIONS**

- 1.8.1 The Contractor shall provide everything necessary for proper execution of the work according to the intent and meaning of the specifications whether the same may or may not be particularly shown or described therein, provided that the

same can reasonably be inferred there-from and if the Contractor finds any discrepancy there-in, they shall immediately and in writing refer the same to the Department whose decision shall be final and binding on the Contractor.

1.8.2 In the execution of the work, no person other than the Contractor, or their duly appointed representatives, their Sub-vendors, and their workmen, shall be allowed to work at the site except by special permission, in writing by the Department.

1.8.3 The Contractor shall proceed with the work to be performed under this Contract and each and every part and detail thereof, in the best and most workmen-like manner by engaging qualified, careful and efficient workers and to the several parts thereof at such time and in such order as the Department directs and finish such work in strict conformance with the drawings and/or specifications and any changes, modifications or amplifications thereof made by the Department.

1.8.4 The Contractor's personnel shall not be permitted to reside inside the Department's premises after the work. The Contractor shall arrange for transportation, accommodation, food, health care, and communication etc. for their personnel.

1.8.5 In respect of observance of local rules, administrative orders, working hours and the like, the Contractor and their personnel shall co-operate with the Department.

1.9 **WORKING AND SAFETY REGULATIONS**

The Contractor shall observe all statutory and legal requirements enforced by Central and State Government applicable to the work as well as any local regulations applicable to the site issued by Department or any other authority. Particular attention is drawn to the following;

- a) In case of accident, the Department shall be informed in writing forthwith. The Contractor shall strictly follow the

regulations laid down by the Factory Inspector, Central and State Government authorities in this regard.

- b) Compliance with all electricity regulations.

### **1.10 ELECTRICAL SAFETY REGULATIONS**

In no circumstances will the Contractor interfere with fuses and electrical equipment belonging to the Department or other Contractors. Before the Contractor connects any electrical appliance to any plug or socket belonging to other Contractor or Department, he will

- a) Satisfy Department that the appliances are in good working condition
- b) Inform the Department of the maximum current rating, voltage and phase of the appliance
- c) Obtain permission of the Department detailing the sockets, to which the appliance may be connected

### **1.11 WATER**

Free supply of water will be made available by the Department.

### **1.12 CLEAN-UP OF WORK SITE**

The party shall not store or place the equipment, materials or erection equipment on the drive ways, assembly bay and streets and shall take care that their work in no way restricts or impedes traffic or passage of men and material. All waste materials are to be disposed off safely to the location specified by the department

### **1.13 SAFETY AND RELIABILITY**

1.14 Since the systems are highly complex in nature, the philosophy and criteria to be adopted shall be highly safety-and-reliability-oriented for their systematic and proper functioning. The designs of the sub-systems, components, equipments to be carried out by the Contractor shall

specifically address essential safety provisions both in-built and external. Reliability is a prime factor, which has to be embedded in the process of realization of the systems. To ensure that the sub-system design, development, selection of equipment, components, material, etc are in compliance with the standard engineering practices, it is necessary to follow established design codes and standards.

**1.15 QUALITY ASSURANCE**

The reliability of Instrumentation is a combination of specification of the equipments/ components, serviceability and maintenance of the same, which are meant to serve and provide effective and timely operation, which includes trouble-free performance of systems and sub-systems to the intended specifications.

The Contractor must look for the quality factors individually attributed to engineering developments, redundancy philosophy adopted, selection of equipments and components, test and acceptance procedures followed, repetitive performance achieved, risk analysis carried out, etc. each and every module must be manufactured and tested to international Quality Control standards. The test certificates shall be provided to Department.

The quality assurance is an unified approach that attempts to control the quality right from design stage to commissioning stage, which includes the checking of the adequacy of the equipments/ components for materials, fabrication, installation, testing. It is the combined responsibility of the Contractor and the Department to ensure that all possible failure modes are exercised and validated during SAT.

**1.16 PURCHASE OF MATERIALS**

The selection of equipments, components, materials, etc. with appropriate and suitable specifications shall be the responsibility of the Contractor, as overall performance of the system rests with the Contractor. Accordingly, the selection

and purchase tasks shall be handled by the Contractor immediately after the approval of Detailed Engineering documents by the Department.

The criteria for selection of particular product and the reasoning involved therein shall be submitted to the Department for necessary approval. However Department's decision will be final.

The Department will provide necessary end-use certificate for obtaining export license from the respective country of origin, wherever applicable.

In keeping with the terms of the Contract, the Contractor shall undertake the responsibility for handling, packaging and transportation involved to the accepted level of any sub-systems/ equipment covered by the work in the Contract.

#### **1.17 GATE PASS**

For Contractor's equipment, tools, materials, etc. which are to be taken out from IPRC Mahendragiri campus after completion of work, proper entry shall be made at the main gate duly endorsed by CISF. The Department shall issue necessary gate passes for taking out the Contractor's materials, as and when required and after completion of work.

### **2 INSTRUCTIONS TO BIDDERS**

The proposals are invited as Bids on behalf of the President of India by the Head, Purchase & Stores, IPRC, Mahendragiri, from reputed Contractors of high competence for the following work for IPRC, Mahendragiri, Tirunelveli District, Tamil Nadu State, India.

#### **2.1 SCOPE OF WORK**

The scope of the work includes Detail Engineering, Procurement, Integration of hardware & Installation of system software, training at Contractor's site, delivery, installation and commissioning at our site, training at department site, Site Acceptance Test (SAT) The bidder is required to submit



Bid for the entire works mentioned herein. The incomplete Bids shall be summarily rejected. The deviation, if any, in the bidder's proposal with respect to this document shall be explicitly mentioned in the schedule of deviations to be provided in the Bid. If the bidder does not mention any deviation, it shall be construed by the Department that the bidder agrees to comply with each and every aspect of this document.

## **2.2 EXECUTION PERIOD**

From IPRC understanding the entire work can be completed within 8 months from the date of award of Contract however the bidder can quote minimum time period to execute the work.

### **COMPENSATION FOR DELAY**

If the contractor fails to complete execution of the contract or fails to meet delivery specified in the contract or any extension thereof, the Department will recover from the Contractor as Liquidated Damages (LD) a sum of 0.5% of the total contract price for each calendar week of delay subject to the maximum of 10% of total contract price.

## **2.3 DELIVERY TERM**

All the materials shall be delivered on "FOR Mahendragiri". For imported materials, Custom clearance and transportation from port of entry to Mahendragiri shall be arranged by the Contractor. The Department will provide necessary Concessional custom duty & IGST certificate for imported materials and Concessional GST certificate for indigenous materials.

## **2.4 LANGUAGES AND MEASURES**

All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in ENGLISH Language only.

## **2.5 DOCUMENTS**

All operating, maintenance and technical manuals, drawings and diagrams in English Language relevant to the systems/components shall be supplied by the Contractor. All documents shall be supplied in electronic format in the form of CD or DVD. One set of hard copy also needs to be supplied.

## **2.6 WARRANTY**

The performance of the system shall be warranted by the Contractor for a period of 24 months from the date of final acceptance (after SAT) of the system at the Department's site. The Contractor shall furnish a Performance Bank Guarantee (PBG) from any nationalized/ scheduled bank for 3% of the contract price for the same valid till expiry of the warranty period with additional claim period of 60 days.

## **2.7 SYSTEM PERFORMANCE**

The Contractor shall provide guaranteed performance of the system under the contract as per the specifications. The Contractor shall successfully demonstrate the performance during the commissioning. If the Contractor is unable to demonstrate the performance as per specifications, within the stipulated period, and if the commissioning test results deviate from the specifications, the Contractor shall correct them at no extra cost for the Department and repeat the tests within a reasonable period of time as agreed by the Department. The Contractor shall make effort practicable to correct the deficiencies. The Department reserves the option to reject the ill-performing equipments/systems and when this option is exercised by the Department, the Contractor shall replace the rejected equipments/ systems by new ones at his own cost to the Department's satisfaction within a reasonable period of time indicated by the Department.

On the other hand, if the Department accepts the system, though it fails to meet the specification fully, the Department

will, at their own discretion, make necessary recoveries for such shortfall in performance.

In the event of rejection, in order to minimize the consequential losses, faulty equipment shall be retained until a new replacement arrives at site for installation. It should be noted that the faulty equipment has not been accepted and not taken over by the Department, the responsibility for it lies entirely with the Contractor. During this period, the Contractor shall not limit the use of faulty equipment except for reasons of safety during operation both for personnel and equipment.

## **2.8 PACKING**

The contractor shall pack all the system and its accessories and make the identification names at the top of each pack.

## **2.9 FORM OF BID**

The Bid shall be submitted as two-part bid as follows:

a. Technical and commercial Bid:

The first bid shall contain the technical and commercial aspects without the price.

Price Bid:

The second bid shall contain the prices. The prices shall be quoted in figures as well as in words.

The first bid containing the technical and commercial aspects shall be opened first. The price Bid shall be opened only after the evaluation of the technical and commercial Bid.

## **2.10 PRICES**

The bidder shall quote firm and fixed prices valid during the currency of the Contract till commissioning and final acceptance of the systems to the satisfaction of the Department.

### **Tax:**

**Request for Proposal on portable vacuum system**

Terms & Conditions

Annexure : B

The Department is eligible for Concessional GST @ 5 % for supply portion .

**Customs Duty:**

Concessional Customs Duty Certificate shall be provided for imported goods against Notification No: 5/2018 dated 25.01.2018.

**Security Deposit:**

The Contractor shall provide Security deposit for an amount equivalent to the 3 % (THREE PERCENT) of the total Contract price for the due performance of the Contract. The Security Deposit can be submitted in the form of Bank Guarantee (format enclosed) or Fixed Deposit receipt obtained from any Nationalized/ Scheduled Bank. The Security deposit shall be submitted within 30 days from the date of signing of the Contract and remain valid till final acceptance of the system with additional claim period of 60 days. This Security Deposit will be returned to the Supplier only upon successful completion of all the contractual obligations or shall be adjusted/ forfeited in case of non-fulfillment of any of the contractual obligations.

**Payment Term:**

- (1) The Department will make payment as mentioned below

5 %	After acceptance of detail engineering drawing and design document by the department
85 %	Payment on item value upon delivery of material at our site
10 %	After Installation & Commissioning and final acceptance of the system

	at our site
--	-------------

**Validity:** The quoted price should be valid for a period of 6 months from the date of opening of the technical and commercial Bid.

**2.11 PREQUALIFICATION CRITERIA FOR THE BIDDER**

1. The bidder should have executed similar Engr. Projects/involving disciplines in the field of vacuum chamber, instrumentation & controls and high vacuum vessels.

2. The bidder should have executed at least one such projects having min. 0.8 m dia X0.7 m length vacuum chamber. Bidder shall submit the complete details of such projects executed during last 7 years along with customer reference and contact details as well as total time taken in executing the same after award of such execution contract. A performance report regarding execution of the project as above to be submitted along with the techno commercial bid .Mainly the party has to provide PO or work order copy and work completion or performance certificate as evidence. Since this involves multi disciplinary, sub contracting may be allowed for instrumentation and control system. In that case, party has to give mechanical and electronic systems reference POs and work completion reports.

3. Bidder should have required infrastructure & financial capabilities commensurate with the size/scale of the system realization requirements, required fabrication/manufacturing facilities, testing equipments/instruments, qualified workforce, etc. for taking up this task. The bidder shall provide all the required details indicating their inherent capabilities.

-