

भारत सरकार, अंतरिक्ष विभाग / Govt. of India, Dept. of space
 भारतीय अंतरिक्ष अनुसंधान संगठन / Indian Space Research Organization
 भारतीय सुदूर संवेदन संस्थान / Indian Institute of Remote Sensing
 4, कालीदास रोड, देहरादून-248001 / 4, Kalidas Road, Dehradun - 248001
 उत्तराखण्ड / Uttarakhand
 दूरभाष / PH : 0135-2524317 / 4322, फ़ैक्स / FAX : 0135-2748041
 ई-मेल / E-mail : pns@iirs.gov.in

निविदा आमंत्रण सूचना / Notice Inviting Tender

भारत के राष्ट्रपति की ओर से भारतीय सुदूर संवेदन संस्थान, देहरादून निम्नलिखित के लिए दो भाग में मोहरबंद बोलियां आमंत्रित करते हैं।

On behalf of President of India Indian Institute of Remote Sensing, Dehradun invites sealed tenders in two parts for the following.

क्र. सं./Sl. No.	निविदा सं./Tender No	विवरण/Description	मात्रा/Qty.
1.	2013000187-01	पूर्ण बाई-स्टैटिक मल्टी फ्रीक्वेंसी ग्राउन्ड पेनेट्रेटिंग रडार (जी. पी. आर.) / Full Bi-Static Multi Frequency Ground Penetrating Radar (GPR).	01
2.	2013000215-01	सप्लाय, इन्श्टालेशन, डिमास्ट्रेशन एवं ट्रेनिंग ऑफ पृथ्वी संबधी 3डी लेजर स्कैनर सहायक उपस्कर एवं साफ्टवेयर के साथ। / Supply, Installation, Demonstration & Training of Terrestrial 3D laser Scanner along with accessories & Software.	01

निविदा दस्तावेज के प्रकार-तकनीकी-वाणिज्यिक एवं मूल्य।

Type of Tender: Two Part i.e. Techno-Commercial & Price Bid.

निविदा शुल्क / Tender Fee	₹ 227 / (प्रत्येक के लिए / For Each)
निविदा प्रारूप जारी करने की अंतिम तिथि / Last date for issue of Tender Forms	23.09.2013, 15:00 बजे तक / upto 15:00 hrs
निविदा स्वीकृति की नियत तिथि / Due date for Receipt of Tender	24.09.2013, 15:00 बजे तक / upto 15:00 hrs
तकनीकी बोलियां खोलने की तिथि / Date of opening of Technical Bid	24.09.2013, 15:30 बजे / 15:30 hrs & 24.09.2013, 16:30 बजे / 16:30 hrs respectively.

निविदा प्रपत्र किसी भी अनुसूचित बैंक से देहरादून में भुगतान योग्य, वेतन एवं लेखा अधिकारी, आई0 आई0 आर0 एस0 के पक्ष में जारी ₹ 227/- का डी0डी0 जमा करके क्रय एवं भंडार अनुभाग, आई0 आई0 आर0 एस0 से किसी भी कार्यदिवस में प्राप्त कर सकते हैं अथवा www.iirs.gov.in से डाउनलोड कर सकते हैं। यदि निविदा दस्तावेज वेबसाइट से डाउनलोड किया गया है, तो, डी0डी0 बोली के साथ प्रत्येक निविदा प्रारूप के साथ अलग-अलग अवश्य संलग्न करें।

Tender forms can be purchased from P& S section IIRS on all working days on payment of ₹ 227/- in the form of DD drawn in favour of Pay & Accounts officer, IIRS Dehradun payable at Dehradun or can be downloaded from www.iirs.gov.in. When tender forms are downloaded DD for ₹ 227/- drawn in favour of Pay & Accounts officer, IIRS Payable at Dehradun shall be attached with each tender document.

निदेशक / Director

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
INDIAN INSTITUTE OF REMOTE SENSING
IIRS
DEHRADUN
PURCHASE & STORES
INVITATION TO TENDER

Ph No: 0135 - 2524317
Fax 0135 - 2528041
Email: pns@iirs.gov.in

Date : 19/08/2013

M/s

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Our Ref No : GIRS 2013-000215-01

Tender Due: 15:00 Hrs ISTon 24/09/2013

Opening : 16:30 Hrs ISTon 24/09/2013

Dear Sirs,

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues / pamphlets / literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No:)

S.No.	Description of Items with Specifications	Unit	Quantity
1	SUPPLY, INSTALLATION, DEMONSTRATION & TRAINING OF TERRESTRIAL 3D LASER SCANNER ALONG WITH ACCESSORIES AND SOFTWARE (WARRANTY FOR 1 YEAR OR MORE) , SPECIFICATION AS PER ANNEXURE ENCLOSED	NOS	1

DELIVERY AT: IIRS

MODE OF DESPATCH ON SITE

DUTY EXEMPTIONS

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS

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21/8/13
V.V. NARAYANAN KUTTY
PURS. & STORES OFFICER
For and on behalf of the President of India
The Purchaser

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GOVERNMENT OF INDIA
DEPT. OF SPACE, GOVT. OF INDIA
INDIAN SPACE RESEARCH ORGANISATION
INDIAN INSTITUTE OF REMOTE SENSING
No.4, KAIIDAS ROAD, P.B.NO.135, DEHRADUN-248001

PURCHASE DEPARTMENT

NO.IIRS/P&S/GIRS-2013-000215/PT-4

Date : 17/08/2013

SPECIAL TERMS AND CONDITIONS FOR SUBMITTING TWO PART BID

1. This is a two part tender viz., Techno- Commercial Bid (consisting of Technical Specifications , commercial terms & conditions etc.) and Price Bid.Hence, quotation should be submitted in separate sealed covers super scribing "Tender No. **GIRS-2013-000215-01** (2013-14) due on 24.09.2013 at 1500 hrs (Techno Commercial Bid) and Tender No. **GIRS-2013-000215-01(2013-14)** due on **24/9/2013** (Price Bid) at 1500 hrs.
2. Both the sealed tenders (Techno-Commercial & Price Bid) should be kept in one big cover super scribing as TENDER for Supply, Installation, Demonstration & Training of Terrestrial 3D Laser Scanner along with accessories & software against MPR No. **GIRS-2013-000215(2013-14) due on 24/09/2013 at 1500 hrs** and kept in the Tender Box available in Purchase Division, IIRS or can be sent by post within the due date and time, prescribed.
3. Only Techno-Commercial bid will be opened on the date of tender opening. The Price Bids of those tenderers whose techno-commercial bids are found to be meeting our specifications/ requirements will be opened in the presence of attending tenderers at a date and time to be notified later.
4. The Techno-Commercial Bid should have technical & commercial details only. No price should be quoted in the Techno- Commercial Bid.
5. Tenderers can download the tender documents from web site (www.iirs.gov.in).When tender form is downloaded, DD for Rs. 227/- drawn in favour of Pay & Accounts Officer, MRS payable at Dehradun shall be attached alogwith the Techno -Commercial Bid
6. Price Bid should have the cost details and other statutory levies only.
7. Late & Delayed Tenders will not be accepted.
8. EMD of Rs. 10,000/- to be submitted along with the quotation in the form of Crossed Demand Draft drawn on any scheduled bank in favour of Pay & Accounts Officer, IIRS, payable at Dehradun Quotation received without EMD will not be considered. The EMD of unsuccessful bidder will be released after finalization of order.



Purchase & Stores Officer

GOVERNMENT OF INDIA
DEPT. OF SPACE, GOVT. OF INDIA
INDIAN SPACE RESEARCH ORGANISATION
INDIAN INSTITUTE OF REMOTE SENSING
No.4, KAIAS ROAD, P.B.NO.135, DEHRADUN-248001

SPECIFICATION AND REQUIREMENTS SHEET

SL.NO	Description	Quantity Required
I	SUPPLY, INSTALLATION, DEMONSTRATION, TRAINING OF TERRESTRIAL 3D LASER SCANNER along with accessories and software	01 Set
IMPORTANT INSTRUCTIONS		
I	The scanner along with all accessories, spares, software, etc shall be procured from a single source.	
II	Competitiveness of the Bidder would be evaluated on the basis of the FOR Destination value of all the items taken together.	

	SPECIFICATIONS	REQUIREMENT
A	Hardware	
	Scanning range	Maximum: 600m or more Minimum: 3m or less
	Laser	Eye Safe
	Accuracy	Range: less than or equal to 18mm
	Field of view (Vertical x Horizontal) (degree)	Horizontal: 360° Vertical: Capable of covering atleast 100° at a station in a single scan ¹
	Principle of ranging	Pulse
	Scanning mode	Capable of scanning in both 2D and 3D.
	Physical parameter of instrument	Weight (sensor) :Less than 15kg Dimension : As compact as possible ²
	Laser wavelength(nm)	500 to 1700nm
	Power supply and battery	<ul style="list-style-type: none"> ✓ Internal battery should be capable of providing power supply for atleast 3hrs or more for scanning measurements. ✓ Should have provision for power supply from external sources such as car batteries. AC etc.
	Maximum measurement rate(kHz)	More than or equal to 10
	Intensity recording (bits)	More than or equal to 12
	Laser beam(at exit)	Less than 10mm
	Data storage	Instrument should have internal memory of atleast 32GB and also provision must be there to directly store data in external drive/hard disk
	Hardware integration	<ul style="list-style-type: none"> ✓ Should have connectivity/interface provision for external camera and GPS. ✓ Other sensor: Preferably Should have provision for external

	Operational conditions	<ul style="list-style-type: none"> ✓ Temperature : Less than 0° & greater than 40° c (should be capable of operating in extreme weather conditions in India) ✓ Humidity: Non-condensing ✓ Should be capable of functioning in dusty and humid conditions
	User interface	High resolution TFT color display visible in sunlight.
	Warranty ⁴ and Services (after sale service)	<ul style="list-style-type: none"> ✓ Warranty for 1 year or extendable to 2 more years on mutually agreeable terms & conditions. ✓ Should provide strong service which include adequate training & calibration for each component, repairing/installation of hardware and software ✓ AMC technical support for hardware for additional 4 Years⁵
B SOFTWARE⁶		
	Preprocessing	<p>Should have capability for</p> <ul style="list-style-type: none"> ✓ Initial data processing for exporting data to raw, LAS, ASCII and other generic format compatible with other popular software. ✓ Visualization. ✓ Noise removal. ✓ Integration of scans from different places/stations & geo-registration. ✓ True color coding.
	Post processing(Optional)	<p>Should be capable of</p> <ul style="list-style-type: none"> ✓ Manual registration, Multistation adjustments, closing holes, resampling, filtering data, smoothing & decimating, texturing mesh, modeling edges. ✓ Creating: plots, orthophoto, geometry objects panorama, walkthrough visualization and animations. ✓ Measuring: coordinates, distance, angle, volume/surface
C	Accessories	Need to have customary accessories such as tripod, cables/data transfer cable, connectors, battery charger adapter, data cards/USB flash drive, starter kit, tribrach with optical or laser plummet etc.
D	Training	Minimum of 3-4 week initially.

1. Vendor should specify the possible maximum vertical scan coverage (in degrees) through manual maneuvering and should also mention the additional accessories required for maneuvering along with its cost.
2. Vendor should provide the exact dimensions of instrument in the tender.

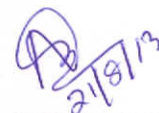
3. Vendors should specify all the details and specification regarding physical dimensions and performance parameters.
4. The warranty will start from the date of issue of onsite acceptance certificate by IIRS.
 - Vendor shall be the warranty provider for the sensor system along with all the subsystems (hardware/software).
 - Under the warranty and extended warranty period vendor shall deliver all software, hardware, firmware updates at IIRS Dehradun at no extra cost.
 - The vendor shall provide 24x7 support during the warranty period
5. Vendor should quote it separately. It should also include terms and conditions and cost for extended sales support after expiry of warranty.
6. All software modules should be GUI based and should be supported by recent Microsoft windows operating system.
 - Vendor should clearly indicate the licensing policy for each module.
 - Vendor must provide all details of preprocessing and post processing software along with the licensing policies. Post processing software is optional and should be quoted separately.
 - Vendor should also give price details for each additional license for the software module.

Note:

- ✓ Vendor should submit technical and commercial bid separately. Technical bids will be evaluated based on technical specification and presentations to the evaluating committee, if desired.
- ✓ Vendor can additionally quote for any other proprietary hardware like integration with IMU, GPS compass, inclination sensors and software configuration providing its full details which can improve/maximize the performance/productivity in terms of data acquisition and processing.
- ✓ Vendor should provide all necessary manuals for each component/module of software and hardware

Deliverable:

- > The vendors should provide, without fail, the list of all the subsystems, disks, interfaces (cables/controller cards), other units, licenses, which are part of terrestrial laser scanner.
- > The vendors should also provide the details of the documentation that will be supplied along with the system.


21/8/13

Purchase & Stores Officer

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
INDIAN SPACE RESEARCH ORGANISATION
INDIAN INSTITUTE OF REMOTE SENSING
NO. 4 KALIDAS ROAD, POST BOX NO. 135, DEHRADUN -248 001

PURCHASE DEPARTMENT

General Terms & Condition of MPR No. IIRS/P&S/MPR-2013000215/PT-4 /(2013-14) for Supply , Installation, Demonstration & Training of Terrestrial 3D Laser Scanner along with Accessories & Software etc.

1. Tender should be submitted in a sealed envelope super-scribing Tender No. and Due Date, and sender's name with full address including telephone number (s) /Fax number (s).
2. Quotation should be **valid** for a minimum period of 90 days from date of opening of Price Bids.
3. **Payment** : will be made within 30 days from the date of receipt of supply & acceptance of the material, subject to production of satisfactory performance report from the user department for orders value upto Rs. 2.0 lakhs. For order value ^above 2.0 lakhs, 90% payment withip30 days and 10% against Bank Guarantee for the warranty period; No advance payment will be made under any circumstances.
4. **Force Majeure**: In case of strike, accident or any other unforeseen contingencies causing stoppage of work, we reserve the right to cancel or to modify the Work Order without liability for any compensation and/or claim of any description.
5. In case of any dispute(s) the decision of Director, IIRS shall be final and binding.
6. Director, IIRS reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.
7. Quotation submitted must contain signature, date and office seal of the Company.
8. Please specify the full percentage of taxes, if applicable in your quote.
9. **Liquidated Damages**: If the items are not supplied and installed on or before the delivery date mentioned in the purchase order, Liquidated damages is leviable @ 0.5 (half percent for delay of a week or part thereof subject to a maximum of 10% (ten percent) of the order value and will be deducted from the bill.
10. CDEC will be provided by IIRS.

Technical compliance statement to be provided alongwith quotation

1. The firms should have the following:
 - a) Facility of after sales services to be confirmed with details
 - b) Finn with Sales-Tax registration only need to apply. Mention CST/UA (For indigenous suppliers only) Registration number with validity date.
 - c) Permanent Account Number (PAN) allotted by Income Tax authorities with documentary' proof or having applied for PAN to be furnished.
2. List of previous orders executed for Govt. Organizations to be furnished along with the bid. Detailed Technical Catalogue of the product offered shall be enclosed.

INSTRUCTIONS TO TENDERERS AND GENERAL TERMS AND CONDITIONS OF PURCHASE

1. INSTRUCTIONS TO TENDERERS:

1. The Tenderers should submit quotation in duplicate in a sealed envelope, superscribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues. In case the tender are by Telex/Fax at the last minute, please show the due date.
2. A Proforma invoice may also be given which should contain the following information.
 - a) The FOB Value, the C & F Value for Import by Sea-freight/Air freight upto and for air parcel post upto should be separately indicated.
 - b) Agency Commission: The amount of commission included in the price and payable to the Indian Agents of the Contractor shall be paid directly to the Indian Agents 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 Purchase order and which shall not be subject to any further exchange variations This payment will be relased to the Indian Agents immediately after the Customs Clearance of the godds in India.
 - 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 earliest delivery period and country of origin of the stores.
 - e) Your banker's name and address of the contractor
 - f) The approximate net and gross weight and dimensions of packages/cases.
 - g) Recommended spares for satisfactory operation for a minimum period of 1 year.
 - h) Details of any technical service, if required for erection , assembly, commissioning and demonstration.
3. The FOB and C&F price quoted should be inclusive of all taxes, levies duties arising in the tenderers country.
4. The offer should be valid for a minimum period of 120 days from the due date/ date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered. Quotations by cable/fax must be followed by detailed offers.
7. Offers made by Indian Agent's on behalf of their Principals, should be supported by the proforma invoice of their principals .
8. The details of imports license will be furnished in the purchase order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instruction/ Operations manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents/ correspondence should be in English language only.
11. The Purchasers reserves the right to accept or reject the lowest or any other in whole or part without assigning any reasons.
12. It is expressly agreed that the acceptance of the stores contracted for is subject to final approval in writing by the purchaser.
 - a) Part Shipment is not allowed unless specifically agreed to by us.
 - b) As far as possible stores should be dispatched by Indian Flag Vessels/ Air India or through any agency nominated by us.
14. Inspection/ Test Certificate should be provided for the goods after testing it thoroughly at the contractor's works. If any inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by the contractors

15. Where erection or assembly or commissioning is a part of the contract, it should be done immediately on notification. The contractor shall be responsible for any loss/damages sustained due to delay in fulfilling this responsibility.
16. For items having self life, those with maximum self life should be supplied if order is placed .

II TERMS & CONDITIONS

1. DEFINITIONS:

- a) The term " Purchaser" shall mean the Indian Institute of Remote Sensing or their successors or assignees.
- b) The term " Contractor" shall mean, the person, firm or company with whom or with which the order for supply of stores placed and shall be deemed to include the Contractor's Successors, representative, heirs, executors and administrators unless excluded by tkje contract.
- c) The terms " Purchase Order" shall mean, the communication, signed on behalf of the Purchaser by an Officer's duly authorized intimating the acceptance on behalf of the Purchaser on the terms & conditions mentioned or referred to in the said communication accepting the tender or offer of the contractor for supply of stores of plant, machinery or part thereof
- d) The terms " Stores" shall mean, what the contractor agrees to supply under the contract as specified in the purchase order.

2. PRICES:

Tenders offering firm prices will be preferred . Where a price variation clause is insisted upon by a tenderers, quotations with a reasonable ceiling should be submitted. Such offer should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. TERMS OF PAYMENTS

- 3.1 Being a Department of Government of India , 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 Purchasers on such terms & conditions as may be agreed upon.
- 3.2 The Site Draft/Letter of Credit will be operative on presentation of the under mentioned documents
 - a) Original Bill of Lading/Air Way Bill
 - b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value in triplicate. The Invoice should indicate the discount, if any , and Agency Commission separately.
 - c) Packing list showing individual dimensions and weight of packages.
 - d) Country of Origin Certificate in duplicate
 - e) Test Certificate.
 - f) Declaration by the Sellers that the contents in each case are not less then those entered in the invoices and the quality of the stores are granted as per the specifications asked for by the purchaser. Warrantee & Guarantee certificate vide clause 20.

4. IMPORT LICENSE

Reference to Import License No. and date and contract No. and date shall be prominently indicated in all the documents vide para 3.2.

5. DEMURRAGE

Supplier shall bear demurrage charges , if any , incurred by the Purchasers due to delayed presentation of shipping documents as prescribed in Para 3.2 to the Bankers within reasonable time (say within 10- 12 days) from the date of bill of Lading for Sea Consignment and within 3 - 4 days from the date of Airway Bill for Air Consignment.

6. **ADDRESS OF INDIAN AGENTS:**

7. **GUARANTEED TIME DELIVERY**

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

8. **INSPECTION & ACCEPTANCE TESTS**

8.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this contract and if part of the said stores is being manufactured on other premises , the contractor shall obtain for the Purchaser's representatives permission to inspect, examine and test as if the equipment were being manufactured on the contractor's premises. Such inspection, examinations and testing shall not release the contractor from the obligations under this contract.

8.2 For tests on 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 necessarily needed by Purchaser's representative to carryout the test efficiently.

8.3 When the store have passed the specified test , the Purchaser's representative shall furnish a certificate to the effect in writing to this contractor. The contractor shall provide copies of the tests certificate to the Purchaser as may be required.

9. **MODE OF DESPATCH:**

Generally , Stores should be dispatched by India Flaged Vessle/Air India or through any other agency nominated by the Purchaser. A copy of the invoice and packing list should invariably be kept inside each of the package.

10. **PORT OF ENTRY**

IGI, AIR PORT NEW DELHI

11. **POST CONSIGNEE:**

Purchase & Stores Officer, Indian Institute of Remote Sensing, 4, Kalidas Road, Post Box No. 135, Dehradun - 248 001 (India)

12. **ULTIMATE CONSIGNEE:**

Purchase & Stores Officer, Indian Institute of Remote Sensing, 4, Kalidas Road, Post Box No. 135, Dehradun - 248 001 (India)

13. **SHIPPING MARKS**

The mark on the shipping documents such as invoice bill of Lading and on the packages should be as follows:

PURCHASE ORDER NO DATE.....

PURCHASE & STORES OFFICER, MRS, 4 KALIDAS ROAD, POST BOX NO. 135, DEHRADUN -248001

GOVERNMENT OF INDIA

DEPARTMENT OF SPACE

DESTINATION

POAT OF ENTRY

14. INSURANCE OF THE STORES

The Purchaser shall be responsible for ensuring the stores , wherever considered necessary. The contractor shall however be responsible for notifying as per proforma enclosed , to the purchasers or the Insurers nominated by the Purchaser, the complete details of the proposed shipment including the value of each shipment and other relevant data, immediately after shipment to enable the purchaser of the Insurers to arrange for the insurance policy, if required. The necessity or otherwise of insurance will be as indicated in the purchase order.

15. CONTRACTOR'S DEFAULT LAIBILITY

15.1 The Purchaser may upon written notice of default to the 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 within the time of 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

15.2 In the event the purchaser terminates the contract in whole or in part as provided in clause 15.1 the purchaser reserves the right to purchases 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 19. Until such reasonable as may be required for the final supply of stores.

15.3 If this contract is terminated as provided in clause 15.1 the Purchaser in addition to any other rights provided in this Articles, 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 (herein after 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 deliver to and accepted by the Purchaser and for manufacturing materials delivered and accepted .

15.4 In the event the Purchaser does not terminate the contract as provided in Clause 15.1, 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 19 until the stores are accepted

16. REPLACEMENT:

If the stores or any portion thereof is damaged 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 contractor within reasonable time to avoid unnecessary delay in the intended usage of the stores. The price of replacement items shall be paid by the Purchasers on the basis on original price quoted in the tender or as reasonably worked out from the tender. The cost of damages will however be claimed by the purchaser from the insurance company. The Import Licenses/Customs clearance permit for the replacement will be provided by the purchaser.

17. REJECTION:

In the event that any of the Stores supplied by the contractor is found defective in material or workmanship otherwise not in conformity with the requirement of the contracts specification, the purchaser shall either reject the stores 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 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 and recover the extra cost so involved from the contractor, or
- b) Terminate the contract for default as provided under clause 14 above.

- c) Acquire the defective stores at a reduced price considered equitable under the circumstance. The provision of this article shall not prejudice the purchaser's rights under clause 19.

18. **EXTENSION OF TIME**

If the completion of supply of stores is delayed due to reason of Force Majeure such as acts of God acts of public enemy, act of Governments fires, floods, epidemics, quarantine, restrictions, strikes and freight embargoes the contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice after verification of necessary, may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and condition of the contract.

19. **DELAY IN COMPLETION/LIQUIDATED DAMAGES**

If the contractor fails to deliver the stores within the time specified in the contract or any extension thereof the purchaser shall recover from the contractor as liquidated damages a sum of one half percent (0.5 percent of the contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the contract price of the unit or units so delayed. If certain components are not delivered in the time the stores will be considered as delayed until such time as the missing parts are delivered.

20. **GUARANTEE & REPLACEMENT**

- a) The contractor shall guarantee that the stores supplied shall comply fully with , the specifications laid down for material, workmanship and performance.
- b) For a period of twelve months after the 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 period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- c) If in the opinion of the Purchaser, it becomes necessary to replace or renew any defective Stores such replacement or renewal shall be made by the Contractor free of all costs to the Purchaser provided the notice informing the contractor of the defect is given by the Purchaser in this regards within the said period of 14 months from the date of acceptance thereof.
- d) Should the Contractor fails to rectify the defects, the Purchaser, shall have the right to reject, repair or replace at the cost of the contractor the whole of any portion of the defective stores.
- e) The decision of the Purchaser, notwithstanding any prior approval of 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 12 months or as to whether the nature of the defects requires renewal or replacement shall be final conclusive and binding on the contractor.
- f) To full guarantee condition outlined in Clause 20 (a) above the contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser-Bank Guarantee enclosed) from a Bank approved by the purchase for an adocument. On the performance and completion of the contract in all respects the Bank Guarantee will be returned to the contractor.
- g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at purchaser's site.
- h) Even while the 12 months guarantee applies to all stores in case where a greater period is call forth by our specifications then such a specifications shall apply , in such cases the period of 14 months referred to in clause 19 (b) & (c) shall be " asked for " guarantee period plus two months.

21. **REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARES PARTS ORDERED**

The contractor shall also undertake the supply of additional numbers of items covered by the order as considered necessary by the purchaser at later date . The actual price to be paid shall be mutually agreed to after negotiations.

22. **PACKAING**

- a) The contractor whatever applicable shall pack and crate all stores for sea/all shipment as applicable in a

manner suitable for export to a tropical humid climate, in accordance with Internationally accepted export practice and in such a manner so as to protect it from damage and deterioration in transit by road rail or sea for space qualified store. The contractors shall be held responsible for all damages due to improper packing.

- b) 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.
- c) 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.
- d) The contractor shall give complete shipment information concerning the weight , size, content of each package etc.
- e) Transshipment of equipment shall not be permitted except with written permission of the purchaser.
- f) Apart from the dispatch documents negotiated through bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air consignment.
 - a) Commercial Bill of Lading /Air Way Bill/Post Parcel Receipt (two non-negotiable copies.
 - b) Invoice (3 copies)
 - c) Packing list (3 copies)
 - d) Test Certificate (3 copies)
 - e) Certificate of Origin

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

23. **ARBITRATION**

If at any time any question, dispute or differences whatsoever shall arise between the purchaser and the contractor upon or in connection with this contract, either party may forth with give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by Purchaser other by a contractor and in the even of any difference , of opinion, the arbitrators will refer the matter to the umpire . The arbitration shall be conducted. In accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

24. **LANGUAGE AND MEASURESy**

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

25. **INDEMNITY**

The contractor shall warrant and be deemed to have warranted that all Stores supplied against this contract are free and clean of infringement of any patent, copy right or trade mark and shall at all times indemnity the Purchaser against all claims which may be made in respect of stores for infringement of any right protected by patent . Registration of design or design or Trade Mark and shall take all 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.

26. **COUNTER TERMS & CONDITIONS OF SUPPLEIRS**

Where counter terms and conditions/ printed or cyclostyled condition have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained .

27. **SECURITY INTEREST**

On each item to be delivered under this contract, including an item of work in progress in respect of which payments have been made in accordance with the 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 the terms of the contract. Such security interest of the purchaser shall constitute a prior charge as against any other charges or interest created in respect of such items by any other entity

28. **BANK CHARGES**

While the purchaser shall bear the bank charge payable to his bankers (State Bank of India the contractor shall bear the Bank Charges advising amendment commission.

29. **TRAINING**

The contractor shall , if required by the purchaser , provide facilities for the practical training of purchaser's engineering. Technical personnel from India and for their active association on the manufacturing period of the contract/stores, number of such personnel to be mutually agreed upon.

30. **APPLICABLE LAW**

The contract shall be interpreted , constructed and given by the laws of India.

A handwritten signature in blue ink, possibly reading 'A', with the date '21/8/13' written below it.

Purchase & Stores Officer