



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, कालिदास रोड, देहरादून-248001 / 4, Kalidas Road, Dehradun-248001
 उत्तराखण्ड / Uttarakhand
 नगराध्यक्ष / Ph: 0135-2524317/4322 फैक्स / Fax: 0135-2748041
 ई-मेल / E-mail: DNS@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 बोलियाँ 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.	GIDI-2013000235-01	दर संविदा पर इंडिका/इंडिगो/एस. एक्स. 4/रिज/स्विफ्ट डिजायर आदि वाहन भाड़े पर (एक वर्ष के लिए) / Rate Contract for Hiring of Vehicles Indica/Indigo/SX4/RITZ/Swift Dzire etc. (for one year)	01 Job
2.	GIPP 2013000238-01	निजी डैस्कटॉप कंप्यूटर मॉनिटर के साथ / मॉनिटर के बिना Desktop Personal Computer with Monitor / Without Monitor	61 Nos. 10 Nos.
3.	GIER 2013000242-01	हाथ से सुवाह्य एफ.टी.-आई.आर. स्पेक्ट्रोमीटर / Hand Portable FT-IR spectrometer	01 No.

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	07.10.2013, 15.00 बजे तक / upto 15.00 hrs.
निविदा स्वीकृति की नियत तिथि / Due date for Receipt of Tender	08.10.2013, 15.00 बजे तक / upto 15.00 hrs.
तकनीकी बोलियाँ खोलने की तिथि / Date of opening of Technical Bid	08.10.2013, 15.30 बजे तक / 15.30 hrs. 16.00 बजे / 16.00 hrs एवं / & 16.30 बजे क्रमशः / 16.30 hrs respectively

निविदा प्रपत्र किसी भी अनुसूचित बैंक से देहरादून में भुगतान योग्य, वेतन एवं लेखा अधिकारी, आई.आई.आर.एस. के पक्ष में जारी ₹. 227/- का डी.डी. जमा करके क्रय एवं भंडार अनुभाग, आई.आई.आर.एस. 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 डी.डी. 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 Rs. 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 Rs. 227/- drawn in favour of Pay & Accounts officer, IIRS Payable at Dehradun shall be attached with each tender document.

निदेशक / Director

THE HINDI - DELHI 12/09/13

MUNICIPAL CORPORATION FARIDABAD

Notice Inviting Tender

Memo. No. MCF/EE-V/2013/132

DATED:-19-08-2013

On behalf of Commissioner Municipal Corporation Faridabad, Online bids are hereby invited/re-invited on prescribed forms from contractors/agencies for the following works.

Sr. No/ Tender No	Name of work	Estt. Cost. in Lac's	Earnest Money	Time limit	Tender Fees.	During Date & Time	
						Downloading of Tender Document along with Tender Fees	Online Bid prepara- tion and hash sub- mission.
1	Const. of road by P/L RMC M-20 grade on road opp. H.No.799 to 788, 789 to 798, 815 to 825, 886 to 871 in	28.48	57000	2 Months	1000	02-09-2013 Time 19:01 to 16-09-2013 Time.1700	02-09-2013 Time 19:01 to 16-09-2013 Time.1700

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ANM/GNM/BSc-NURSING
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यूजेवीएन लिमिटेड, गंगा मवन, यमुना कॉलोनी, देहरादून।
 8. निविदा संबंधित परिशिष्ट, शुद्धिपत्र अथवा निरस्तीकरण के विवरण की जानकारी वेबसाइट से ली जा सकती है।
 9. निविदा से संबंधित विस्तृत जानकारी ई-प्रोक्योरमेंट पोर्टल "http://uktenders.gov.in" से भी देखी जा सकती है।
 पत्रांक: 507/ यूजेवीएन लिमिटेड/भारत (निरीक्षण)/दिल्ली, दिनांक: 04.03.2013



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, कालिदास रोड, देहरादून-248001 / 4, Kalidas Road, Dehradun-248001
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निविदा आमंत्रण सूचना / Notice Inviting Tender

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3.	GIER 2013000242-01	हाथ से सुवात एक.टी.-आई.आर. स्पेक्ट्रोमीटर / Hand Portable FT-IR spectrometer	01 No.

निविदा दस्तावेज के प्रकार-तकनीकी-वाणिज्यिक एवं मूल्य।
 Type of Tender, Two Part i.e. Techno-Commercial & Price Bid

निविदा शुल्क / Tender Fee	रु. 227/- (प्रत्येक के लिए / For Each)
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तकनीकी बोलियाँ खोलने की तिथि / Date of opening of Technical Bid	08.10.2013, 15:30 बजे तक / 15:30 hrs 16:00 बजे / 16:00 hrs एवं / & 16:30 बजे क्रमशः / 16:30 hrs respectively

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निदेशक / Director

हि-डुकरान-हि-डी 12-09-13

दूरभाष : (011)

निदेशक, यंत्र
 आफ स्ट्रेप
 आन्तगत मुहरबंद

क्र.	निविदा क्र.
1.	12901एस

नोट :

1. निविदा प्रपत्र
2. निविदा खोलने
3. निविदा प्रपत्र और 20-0
4. प्रपत्र पर निविदा
5. निविदा प्रपत्र
6. निविदा प्रपत्र
7. निविदा प्रपत्र
8. निविदा प्रपत्र

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**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 : 12/09/2013

M/s

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Our Ref No : GIER 2013-000242-01

Tender Due: 15:00 Hrs ISTon 08/10/2013

Opening : 16:30 Hrs ISTon 08/10/2013

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	HAND PORTABLE FT-IR SPECTROMETER, (SPECIFICATION AS PER ANNEXURE ENCLOSED)	NO.	1

DELIVERY AT: IIRS

MODE OF DESPATCH DOOR DLVRY


DUTY EXEMPTIONS

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS

Note:

- Special Terms & Condition – Annexure –I
- Item description for Hand Portable FT-IR Spectrometer - Annexure-II
- Additional Terms & Conditions – Annexure-III


PURS. & STORES OFFICER
For and on behalf of the President of India
The Purchaser



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

PURCHASE DEPARTMENT

NO.IIRS/P&S/GIER-2013-000242-01/PT-08

Date : 12.09.2013

SPECIAL TERMS AND CONDITIONS FOR SUBMITTING TWO PART BID

1. This is a two part tender viz., Techno Commercial Bid (consisting of Technical Specifications & technical terms & condition etc.) and Price Bid (Consisting of Price). Hence, quotation should be submitted in separate sealed covers super-scribing "Tender No. **GIER-2013-000242-01/(2013-14)** due on 08.10.2013 at 1500 hrs (Techno Commercial Bid) and Tender No. **GIER-2013-000242-01 (2013-14) due on 08.10.2013 (Price Bid)**. Only techno commercial bid will be opened on the date of tender opening. The Price Bids of those tenderers whose technical 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.
2. Techno Commercial Bid should have only technical details. **No price should be quoted in the technical bid.**
3. 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, IIRS payable at Dehradun shall be attached alogwith the technical bids
4. Price Bid should have the cost details and other statutory levies only.
5. Both the sealed tenders (Techno commercial & Price bid) should be kept in one big cover super scribing TENDER for Hand Portable FT-IR Spectrometer against MPR No. **GIER-2013-000242-01/(2013-14) due on 08.10.2013 at 1500 hrs and Price Bid against enquiry No. GIER-2013-000242-01/(2013-14) due on 08/10/2013.** and kept in the Tender Box available in Purchase Division, IIRS or can be sent by post within the due date and time, prescribed.
6. Late & Delayed Tenders will not be considered. Therefore, please ensure that yours tender is posted well in time to reach us before the due date and time.
7. Fax/e-mail offers shall not be considered for TWO PART BIDS
8. All the pages of your offer should be signed/initialed by competent authority and affixed with your company's seal.
9. 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.
10. Tender may be hand delivered or sent by post or through couriers. Levels of responsibility and reliability among couriers with respect to the delivery to IIRS are not entirely satisfactory and tenderers shall therefore choose the courier with particular case


Purchase & Stores Officer

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

PURCHASE DEPARTMENT

NO.IIRS/P&S/GIRS-2013-000242/PT-8

Date :12.09.2013

SL.NO.	DESCRIPTION OF ITEMS	QTY.
1.	<p>Hand Portable FT-IR Spectrometer, with following specs.</p> <ul style="list-style-type: none"> • Spectral Range: 2-16 micrometers, optimized for the atmospheric "windows" of 3-5 and 7-14 microns, Spectral Resolution: 5 cm⁻¹ or 0.02 microns or better, Wavelength accuracy: +/-1 cm⁻¹ or better, temperature accuracy: 0.5 degree or better, emissivity accuracy: within 5%. • System should include interferometer, drive & sampling electronics, embedded processor, processing software with USB, Ethernet, VGA, parallel and serial connections. • Liquid nitrogen (LN2) cooled detector or detector with any other cost-effective cooling mechanism • Within 4° +/- 1° field of view fore-optics with through-the-lens viewing. • Worldwide AC supply and dual battery charger. • 12 volt, 9 A-hr battery pack for outdoor operation. • Operating Temperature range at least 25 +/- 10 deg C. 	01
2.	1" Thermo electrically controlled warm / cold blackbody calibrator for calibrated radiance measurements	01
3.	Lab sphere brand 5" x 5" diffuse reference plate for absolute emissivity measurements	01
4.	Tripod for outside use	01
5.	4 liter LN2 pouring Dewar with 1 week hold time	01
6.	2" fore-optics for narrower field of view (~2.4° field of view) thru-the-mirror viewer	01
7.	2" Thermo electrically controlled warm/cold blackbody calibrator for calibrated radiance with 2" fore- optics	01
8.	Shipping, Handling, Shipping Insurance, Airport Clearance	01


Purchase & Stores Officer

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
INDIAN SPACE RESEARCH ORGANISATION
INDIAN INSTITUTE OF REMOTE SENSING
4 KALIDAS ROAD, POST BOX NO.135
DEHRA DUN.**

ADDITIONAL TERMS & CONDITIONS TO TENDER ENQUIRY NO.IIRS/P&S/GIER-2013-000242-01/PT-08

1. Offers should be sent to the following address in a sealed cover duly superscribing the Tender Enquiry number and due date on the cover. Separate covers should be used for submitting offers against different Tender Enquiries.

Purchase & Stores Officer,
Indian Institute of Remote Sensing
No. 4, Kalidas Road, Post Box No. 135
Dehradun- 248001
Phone No. 0135-2524317/4318
Fax No. 135-2748041

2. In case the tenderer is not interested to participate in the tender, the tenderer should send a regret letter giving reasons, failing which future enquiries will not be sent.
3. **CST** - With effect from 01.04.2007, Form-D has been withdrawn for Inter-State purchases by Government Departments. Now the percentage of CST on the Inter-State sales to Government Departments shall be the percentage of VAT/State Sales Tax as applicable in the State of the Seller/Dealer. Accordingly, the suppliers have to indicate clearly the % of CST applicable against each case in their offers.
4. **Customs Duty** - IIRS is eligible for **Customs Duty exemption** as per Notification No. 51/96 dated 23/6/1996 as amended by Notification No. 24/2007 dated 01.03.2007 and amended by 12/2012, dated: 17.03.2013 . This may be taken into account while quoting for import items, if any.
5. In case tenderers offering items considering customs duty exemption, they should also indicate the price, separately, with Customs Duty component and terms and conditions thereto.
6. In order to avail of the benefits extended by Govt. of India to the Micro and Small Sectors, please submit attested copy of the valid Entrepreneur Memorandum Part-II signed by the General Manager, District Industries Centre or NSIC Registration Certificate alongwith your officer.
7. The Offer should be valid for a minimum period of 120 days from the due date.


Purchase & Stores Officer

INSTRUCTIONS TO TENDERERS AND GENERAL TERMS AND CONDITIONS OF PURCHASE

I. 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 released to the Indian Agents immediately after the Customs Clearance of the goods 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 tender's 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 Purchaser 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.
13.
 - 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 the 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 than those entered in the invoices and the quality of the stores are granted as per the specifications asked for by the purchaser.
- g) 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, IIRS, 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 MEASURES

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 indemnify 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.



Purchase & Stores Officer