Ph.No.25530672-676 Fax: 25534043 Email: astron@iiap.res.in Webside: www.iiap.res.in



#### INDIAN INSTITUTE OF ASTROPHYSICS

## IIND BLOCK, SARJAPUR ROAD, KORAMANGALA, BANGALORE-560 034

PUBLIC TENDER NOTICE NO: PR/PT/IAO/BB/CAP/453 DATED 8<sup>TH</sup> OCTOBER 2009

The Director, Indian Institute of Astrophysics invites Quotations/Bids from reputed firms for following items / specifications. Hence the firm(s) interested in offering bids should have executed similar items/works.

Official	g blus should have executed shillar to	CIIIS/ WUIKS	•			
Sl.No.	Description	Quantity	E.M.D	Tend	ler Fee	
	In Brief		(refundable)	(non-re	fundable)	
			Rs.	J	Rs.	
01.	Design, Supply, transportation, remove	ving				
	ld cells, installation of new 2V, 1800 AH					
	(C10) 120 Nos Cell with Battery rack	, charging,	1,75,0	1,75,000/- 300/-		
	connections, testing and commission of Battery					
	bank for 31.5 KWp SPV power plant					
	at Indian Astronomical Observatory, IAO,					
	Hanle(Leh-Ladakh Region)	One No.				
02.	Design, Supply, transportation, removing					
	old cells, installation of new 2V, 1800					
	AH (C10) 120 nos cell with battery rack,					
	charging, connections, testing and commission					
	of battery bank for 30 KWp SPV power					
	plant at Indian Astronomical Observatory					
	Hanle (Leh-Ladakh Region)	One No.	•			

Note: (1) The Tender documents with Specification details are available on IIA website www.iiap.res.in/tenders.htm. Hence the interested tenderers may at their option down load the same from our website (as no hard copies of Tender documents is/are provided from this office) and submit their offers along with EMD (refundable) & Tender fee (non-refundable) prescribed therein, only in the form of Demand Draft drawn in favour of Director, IIA). However, your offers (both Technical & Commercial/price bids) should be superscribed in separate envelopes mentioning the tender notice no., Date of opening, and submit both the Bids in a sealed envelopes addressed in favour of Director, Indian Institute of Astrophysics, Bangalore – 560 034.

- 2. The firms who fulfill the following requirements shall be eligible to submit their Bids. Joint ventures are not acceptable.
- (a) Tendering Company shall be professionally managed and equipped with facility for the design, fabrication, testing, supply and maintenance of tendered items.

- (b) Tenderer should have completed, in the last 3 financial years (i.e., current year and two previous financial years) at least one similar single work for a minimum value of 40% of your quoted price.
- (c)The total contract amount received during the last 3 financial years, and the current financial year should be a minimum of 150% your quoted value. The tenderer should submit Audited Balance Sheet duly certified by the Chartered Accountant to this effect. They should also submit Bankers Solvency Certificate to a minimum of 150% of quoted value.
- (d) The Private Body Contractor shall be required to produce the TDS Certificate indicating the Income Tax deducted by the client for the execution of similar items, completed individually of value not less than your quoted value.
- 3. Both Technical/Commercial/price Bids supported by the above information should be submitted in Sealed envelope duly superscribed with the name of work. The completed Bids will be received by this office **upto 1500 Hrs. on 6**<sup>th</sup> **November 2009.**
- 4. If any information furnished by the tenderers is found incorrect at a later stage, the firm shall be liable to be debarred from tendering and taking up of work in IIA. The Institute reserves the right to verify the particulars furnished by the tenderers.
- 5. The interested tenderers may contact, Prof.T.P.Prabhu with prior permission in the officer hours on or before 26<sup>th</sup> October 2009, to discuss Technical clarifications, if any before submitting both Technical / Price bids.
- 6.The firms should submit both Technical and Commercial/Price bids separately superscribed along with EMD/Tender fee of prescribed amount **upto 1500 Hrs. Latest by 6<sup>th</sup> November 2009.** The Technical Bids will be opened in presence of the bidders or their authorized representatives **at 1530 Hrs. on 6<sup>th</sup> November 2009.**
- 7.Incomplete Technical Bids are liable for rejection. Commercial/price bids will be considered only for the Qualified Technical Bidders.
- 8.Late & / delayed offer will not be considered.
- 9.IIA is not responsible for any delay / loss of documents in transit.
- 10. No bids will be considered if prescribed EMD and Tender Fee are not found with Technical bids Part I.

10. The Commercial / Price bids will be opened only for the bids who are successful in the Technical Bids. The exact date will be intimate to the successful technical bidders.

11.IIA reserves the right to reject any or all tenders without assigning any reasons.

Administrative Officer IIA, Bangalore-34

#### Annexure-I

#### **IMPORTANT: TWO PART TENDER INSTRUCTIONS**

1. It is proposed to have a two cover system for this tender.

Part I: (a) Technical part (without price) is one cover.

Part II: (b) Commercial /Price part alone is another cover.

#### **2.TECHNICAL PART:**

Technical part should clearly indicate the technical details. A compliance Statement indicating whether the specifications are met is to be submitted with reasons for deviations if any. Complete with Drawings, in relevant to the offer are also to be enclosed to the technical part. The Technical part should be kept in one cover along with EMD & Tender Fees superscribing tender number and due date and should be sealed.

#### 3. COMMERCIAL PART (without price)

Commercial part should indicate commercial terms like, delivery period, place of delivery, payment terms, validity, warranty/guarantee etc. and should be sent along with the price part.

- **4. COMMERCIAL AND PRICE PART** alone should be kept in a separate cover superscribing tender number and due date.
- **5**.The technical part in one cover and **Commercial and Price part** in another cover should be put in one large cover, and sould be superscribed with the tender number, due date and time of opening.

6.The cover should be sent to the following address:- THE DIRECTOR, INDIAN INSTITUTE OF ASTROPHYSICS., IIND BLOCK, KORAMANGALA, BANGALORE – 560 034.

- 7. The offer should be valid for a minimum period of 120 days from the due Date.
- 8.Offer shall be submitted in sealed cover only as said above.
- 9. No conditional discounts will be allowed.
- 10. EMD & Tender fee of prescribed value shall be sent along with the Technical Bids) tenders in the form of demand draft only in favour of "The Director, Indian Institute of Astrophysics., Bangalore" drawn from any Indian Nationalised / reputed Banks in India.
- 11. Tender shall be submitted as above without fail.

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# INDIAN INSTITUTE OF ASTROPHYSICS BANGALORE-560 034

# PUBLIC TENDER DOCUMENT NO: PR/PT/IAO/BB/CAP/453 <u>Dated: 8<sup>th</sup> November 2009</u> TENDER FORM

TENDER FORM					
FROM:					
ТО					
Indian	DIRECTOR, Institute of Astrophysics., alore-560 034.				
agree hereby thereo any or tender portio	hereby offer to supply the stores indicated below a to hold this offer open till I/We she by offered upon the issue of the Purchase Order conform or before the expiry of the last mentioned dance or more of the items of such stores. I/We not we has not been accepted in whole, shall be bound in or portions of one or more of the items as may communicating the acceptance.	all be bound to communicating to te. You are at vithstanding that to supply suc	o supply the store to the acceptance t liberty to accept at the offer in this h items and such		
Sl.No.		Quantity	Rate		
01.	Design, Supply, transportation, removing old cells, installation of new 2V, 1800 AH (C10) 120 Nos Cell with Battery rack, charging, connections, testing and commission of Battery bank for 31.5 KWp SPV power plant at Indian Astronomical Observatory, Hanle (Leh-Ladakh Region)  Design, Supply, transportation, removing old cells, installation of new 2V, 1800  AH (C10) 120 nos cell with battery rack, charging, connections, testing and commission of battery bank for 30 KWp SPV power plant at Indian Astronomical Observatory	One No.			
	Hanle (Leh-Ladakh Region)	One No			

-: 5 :-

Place at which the Delivery is required : Indian Astronomical Observarory, Hanle in the Ladakh area of Jammu and Kashmir District, Hanle is 265 KMs from Leh, at an altitude of 4,500mtrs.

Date by which the supplies are required : Time of Completion for complete the work is six months from the date of issue of Purchase Order / Work Order.

2. I/We have understood the items of the tender annexed to the invitation to this Public Tender and have thoroughly examined the specifications/drawing and /or pattern quoted or referred to herein and/are fully aware of the nature of the stores required and my/our offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions contained in the Purchase Order, if communicated on the acceptance of this tender either in whole or in part.

Date:	Signature and seal of Tenderer

## **Annexure II**

# 01.REPLACEMENT OF BATTERY BANK OF 31.5 KWp TATA – BP SPV PLANT.

# 02.REPLACEMENT OF BATTERY BANK OF 30 KWp CEL SPV PLANT.

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  - a. Battery Bank Replacement
  - b. Scope of wok
- 06. Details of Battery Bank
- 07. Eligibility criteria of vendor

#### 08. Time frame for completion of work

#### 1. introduction:

Indian Institute of Astrophysics, Bangalore operates Indian Astronomical Observatory, at Hanle in the Ladakh area of Jammu and Kashmir Dist. Hanle is about 265 kms from Leh, at an altitude of 4,500mtrs. The Observatory has setup 2 nos of 31.5KWp and 1 30 KWp SPV systems with 415V AC, 3phase power for its operations. No utility power supply of any sort is available in this region.

#### **2.** Background Information :

The Observatory for the past 10 years has been working on Solar Power hassle free continuously round the clock. The Solar power has been clean, natural and environment friendly power. With the ever increasing oil prices the Solar power is perfect for all the power requirement at such a remote place. The Battery Bank of two of the SPV units at Hanle are nearly 10 years old and required to be replaced.

#### 3. Site information:

Latitude : 32d46m46s N Longitude : 78d57m51s E

Altitude : 4500 meters above msl

Climatic conditions :

a) Outdoor Temp. : -35 deg C to +40 deg C
b) Indoor Temp. : -10deg C to +40 deg C
c) Wind Speed : Maximum 200 km/hr

d) Humidity : 0-95%

## 4. Proposal for installation of new Battery bank for TATA BP 31.5 KWp SPV Power Plant at Indian Astronomical Observatory, Hanle

#### 4.1 <u>Battery Bank Replacement</u>

It is proposed to replace old Battery Bank with new Battery Bank. To decrease the nos of cells in Bank (for convenience of maintenance), lesser numbers of cells with higher capacity need to be installed. It is proposed to replace 360 nos, 2V, 600 AH (C10) cells by 120 nos, 2V, 1800 AH (C10)cells. The new bank should be adjusted in room of size 8.50 Mtr (27' 11') x 5.13 Mtr (16' 10") x 2.35 Mtr (7' 9")

#### 4.2 Scope of Work:

The work includes design, supply, removing old cells, installation of new 2V, 1800 AH (C10), 120 nos cell with battery rack, charging connections, testing and commissioning of Battery bank for 31.5 KWp SPV power plant at IAO, Hanle.

#### 5. proposal for installation of new Battery bank for

CEL 30 KWp SPV power plant at Indian astronomical observatory, Hanle.

#### **5.1 Battery Bank Replacement**

It is proposed to replace 120 nos, 2V, 1600 AH cells by 120nos, 2V, 1800 AH (C10) cells. The new bank should be adjusted in room size 9.27 Mtr (30' 5") x 3.83 Mtr (12'7") x 2.75 Mtr (9'), L xWx H. the Battery Bank should be installed in a single tier.

#### 5.2 Scope of Work

The work includes design, supply, removing old cells, installation of new 2V, 1800 AH (C10), 120 nos cell with battery rack, charging, connections, testing and commissioning of Battery bank for 30 KWp SPV power plant at IAO, Hanle

#### **6.** Details of the Battery Bank

- The batteries shall be solar photo voltaic batteries of flooded electrolyte, low maintenance, lead Acid and electrolyte of specific gravity of 1280 shall be used.
- Batteries of type LMS1800 of 2V per cell, 1800 AH at C10 shall be used.
- The Batteries shall be Exide make or equivalent of superior Models/Makes.
- The ambient temperature in Leh (Hanle) during winter season may drop down to (-35) degree centigrade. The battery shall be designed for negative temperatures prevailing at site.
- Battery terminal shall be provided with covers.
- Charging instructions shall be provided along with the batteries.
- Suitable carrying handle shall be provided.
- Suitable battery rack with interconnections & end connector shall be provided to suitably house the batteries in the bank. The features and

dimensions of the battery rack shall be provided along with the bid documents.

- The batteries shall be suitable for recharging by means of solar charge controller.
- The batteries shall consist of individual cells, which can be carried separately with ease while transporting.

#### 7. Eligibility Criteria of Vendor

The firm should have experience of handling similar kind of project in Leh- Ladakh. Offer should accompany with details highlighting similar projects done in and around Leh-Ladakh

#### 8. time frame for completion of work :

Time of completion for complete work is six months from date of issue of work order. Time is of essence as the working season available at Hanle is from May to September and Road link between Delhi – Manali closes after October for 6 months.

### Annexure - III

#### INSTRUCTIONS TO TENDERERS

- 1. Tenders should be sent in sealed and superscribed envelops with mention of Tender No. date and date of opening.
- 2.Late and Delayed Tender will not considered at all.
- 3. Duties, Taxes where legally leviable and intended to be claimed should be distinctly shown separately in the Tender.
- 4. As a Govt. of India Department, this office is exempted from the payment of Octroi Duty and similar local levies(but not providing any C or D forms). Tenderers shall ensure that necessary exemption certificates are obtained from the officer concerned to avoid any payment of such levies.
- 5. a) Your quotation should be valid for 120 days from the date. of opening of tender.
  - b) Prices are required to be quoted accordingly to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
- 6.Preference will be given to those tenders offering supplies from ready stocks and on the basis of F.O.R Destination/Free door delivery at Site.
- 7.a) All available Technical Literature(s), Catalogue(s) and other data in support of the specifications and details of the item(s) should be furnished along with the offer.
- b) Samples, if any, called for, should be submitted free of all charges by the tenderor and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer shall have to remove the samples at his own expense.
- c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should indicated in your offer.

#### d) SPECIFICATIONS:

Stores offered should strictly conform to our specifications. Deviation, if any should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/type No. of the stores offered and provide catalogue(s), Technical literature(s) and sample(s), wherever necessary along with the quotations. Test certificates wherever necessary should be forwarded along with the supplies. Whenever options are called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us the tenderer could suggest changes to specifications with appropriate response for the same.

- 1. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted.
- 2. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
- 3. The Tenderer should supply along with the tender, the name of his bankers as well as the latest Income Tax Clearance Certificate duly countersigned by the Income Tax Officer of the circle concerned under the seal of his office.
- 4. The Purchaser reserves the right to place order on the successful tenderers for additional quantity upto 25% of the quantity offered by them at the rates quoted.
- 5. The authority of the person signing the tender, if called should be produced.
- 6. Complete system configuration and sub-system design details should have approval of the purchaser before actual fabrication or procurement process.
- 7. A complete set of instruction and operation manual should be supplied at the time of installation.
- 8. Final performance should be guaranteed at the site.

#### TERMS AND CONDITIONS OF CONTRACT

#### 1. DEFINITIONS:

- a). The terms 'Purchaser' shall mean the Director, Indian Institute of Astrophysics, Bangalore-560 034.
- b). The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the contract.
- c). The 'Stores' shall mean the material contractor agrees to supply under the contract as specified in the Purchase Order including erection of Plants and machinery and subsequent testing, should such a condition be included in the Purchase Order.
- d). The terms 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf the Purchaser on the terms and conditions mentioned or referred to in the said communications accepting the tender or offer of the contractor for supply of stores or plant, machinery or equipment or part thereof.

#### 2. PRICES:

Tenders, offering firm prices will be preferred, where a price variation clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers 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. **DUTY EXEMPTION**

- (a) Any essential Equipment/part of the equipment can be imported for which "Duty Exemption Certificate" will be provided by IIA as an actual user basis. But not against high sea sales procedures.
- (b)Excise duty exemption certificate will be provided if considered against the categories of items tendered, under the Govt. of India Notification No. 10/97 valid till 2011.

#### 4. SECURITY DEPOSIT:

On acceptance of Tender, the Contractor shall, at the option of the Purchaser and within the period specified by him deposit with him in cash or any other form as the Purchaser may determine, Security deposit not exceeding ten percent of the value of the contract as the Purchaser shall specify. If the contractor is called upon by the purchaser to deposit 'Security' and the contractor fails to provide the security within the period specified, such failure shall constitute a breach of the contract and purchase shall be entitled to make other arrangements for the re-purchase of the stores contracted for at the risk of contractor in terms of sub-clause (ii) and (iii) of clause 10 (b) hereof and/or to recover from the contractor damages arising from such cancellation.

#### 5. GUARANTEE AND 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 (12) twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use arising from faulty stores, 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 store 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 regard within the said 14 months from the date of acceptance thereof.
- d) Should the contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the contractor the whole or any portion of the defective stores.
- e) The decision of the purchaser, not withstanding 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 defects has developed within the said period of 12 months or as to whether the nature of the defectives required renewal or replacement shall be final, conclusive and binding on the contractor

f) To fulfill guarantee conditions outlined in Clause 5(a) to (d) above, the contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the contract along with first shipment documents. On the performance and completion of the contract in all respects, the Bank Guarantee will be returned to the contractor without any interest.

- g) All the replacement stores shall also be guaranteed for a period of months from the date of arrival of stores at Purchaser's site.
- h) Even while the 12 months guarantee applied to all stores in case where a greater period is called forth by our specifications then such a specification shall apply; in such cases the period of 14 months referred to in Para 5(b) and (c) shall be 'asked for' guarantee period plus two months.

#### 6. PACKING, FORWARDING AND INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packing shall be done by and at the expenses of the contractor. The Purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor and the Purchaser shall pay only for such stores as are actually received in good condition, in accordance with contract.

#### 7. <u>TEST CERTIFICATE:</u>

Wherever required Test Certificate should be sent along with the relevant dispatch documents.

#### **8. ACCEPTANCE OF STORES:**

- a) The Stores shall be tendered by the contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expenses and cost.
- b) It is expressly agreed that the acceptance of stores, contracted for is subject to final approval by the Purchaser, whose decision shall be final.
- c) If, in the opinion of the Purchaser all or any of the stores that do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at the price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the contractor.
- d) If the whole or any part of the store supplied are rejected in accordance with Clause No.8 (c) above, the Purchaser shall be at the liberty, with or without notice to the Contractor, to purchase in the open market at the expenses of the Contractor, stores meeting the necessary performance and quality contracted for in place of these rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

#### 9. REJECTION OF STORES:

Rejected Stores will remain at the destination at the Contractor's risk and responsibility, if instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice or rejection, the Purchaser or his representative has, at his discretion the right to scrap or seal or consign the rejected stores to the Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

#### **10. DELIVERY PERIOD:**

- a) The delivery period of the stores stipulated in the Purchase order shall be deemed to be the essence of the Contract, and delivery must be completed on or before the specified dates/period.
- b) Should the Contractor fails to deliver the stores or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option either.
  - i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 2% of the price of any stores which the contractor has failed to deliver as aforesaid for each month or part of a month, during which the delivery of such stores may in arrears, or
  - ii) to purchase elsewhere, without notice to the Contractor on the account and at the risk of the contractor, the stores not delivered or others of similar description (where other exactly complying with the particulars are not, in the opinion of the purchaser readily procurable, such opinion being final) without canceling the Contract in respect of the consignment(s) not yet due for delivery or,
- iii) to cancel the contract or a portion thereof, and, if so desired to purchase or authorize the purchase of stores not so delivered or others of similar description (where others exactly complying with the particulars are not, in the opinion of the purchaser readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) and (iii) of clause 10 above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account, provided that the re-purchase, or, if there is an agreement to re-provide shall made within (6) six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall without prejudice to the right of the purchase to recover damages for breach of contract by the Contractor.

#### 11. EXTENTION OF DELIVERY TIME:

As soon as it is apparent that Contractor delivery period / dates cannot be adhered to, an application shall be sent by the Contractor to the Purchaser. If failure, on the part of the Contractor to deliver the stores in proper time shall have arisen from any cause which the Purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final he may allow such additional time as he considers it to be justified by the circumstances of the case without prejudice to the Purchaser's rights to recover liquidated damages under clause 10(i)(ii) and (iii).

#### 12. PAYMENT:

Contractor's Bill will be passed only after the stores have been received, inspected and accepted by the Purchaser for payment.

#### 13. RECOVERY OF SUMS DUE:

Whenever there is a breach of contract whether liquidated or not, money arising out of or under this contract against the contract, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole, the security deposited by the Contractor, if a Security is taken against the contract. In the event of the Security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claims, whether liquidated or not, against the Contractor under any other contract with the purchaser, the payment of all moneys payable under the contract to the Contractor including the Security Deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

#### 14. 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 time indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents of damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all the means used by him for the fulfillment of contract

#### **15. ARBITRATION:**

In the event of any question, dispute or difference arising under these conditions contained in the purchase order in connection with this contract, (except as to any matters the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Institution or of some other person appointed by him. It will be no objection that the arbitrator is a Government Servant, that he has to deal with matter to which the Contract relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matters in dispute binding on the parties of this Contract.

#### 16. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where Counter Terms and Conditions/printed or cyclostyled conditions 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.

#### 17. <u>SECURITY FOR PURCHASER'S MATERIAL(S):</u>

Successful Tenderer will have to furnish in the form of a Bank Guarantee or any other form as called for by the Purchaser towards adequate security for the materials/property provided by the Purchaser for the due execution of the Contract.