

INDIAN INSTITUTE OF ASTROPHYSICS
IIND BLOCK, SARJAPUR ROAD, KORAMANGALA,
BANGALORE-560 034

PUBLIC TENDER NOTICE NO: PR/SOLAR/CAP/11

1. The Director, Indian Institute of Astrophysics invites applications from reputed firms for supply and installation of the following item(s) at Kodaikanal Observatory, Kodaikanal- 624 103. Tamil Nadu. The firm(s) interested in offering bids should have executed similar works.

Sl.No.	Description In Brief	Quantity	E.M.D (refundable) Rs.	Tender Fee (non-refundable) Rs.	Delivery Period
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1. Design, Detail Engineering, fabrication, Shop Assembly, testing, installation and Commissioning of "Digitizer Equipments" at IIA, Kodaikanal Observatory, Tamilnadu (the technical specifications may be referred to in subsequent pages to this Public Tender)

TWO NOS 30,000/- 250/- 3 Mths

Note: (1) The Tender documents with Technical 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 the website and submit their offer 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 offer (both Technical & Commercial bids) should be superscribed in separate envelopes mentioning the tender notice no., Date of opening and submit both the Bids in a sealed envelope addressed in favour of Director, IIA, Bangalore - 34.

2. The firms who fulfill the following requirements shall be eligible to apply. Joint ventures are not acceptable.

(a) Tendering Company shall be professionally managed and equipped with facility for fabrication and machining of large components, and should have the necessary inspection facility.

(b) Tendering Company should have adequate shop floor space for assembly and testing.

- (c) Tenderer should have completed, in the last 3 financial years (i.e., current year and two previous financial years) atleast one similar single work for a minimum value of 40% of the estimated cost mentioned above.
 - (d) The total contract amount received during the last 3 financial years, and the current financial year should be a minimum of 150% of the above mentioned 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 40% of advertised tender value.
 - (e) The Private Body Contractor will be required to produce the TDS Certificate indicating the Income Tax deducted by the client for similar works completed individually of value not less than Rs.10,00,000 Lakhs.
3. There will be a meeting **on 19.4.2007** at IIAP, Koramangala, Bangalore-34 for technical discussions/clarifications if any, in relevant to the tender notice on our web site.i.e., before submitting Technical/Commercial Bids before 30.4.07
 4. The firms should submit both Technical and Commercial bids separately superscribed along with EMD amount **upto 15.00 Hrs. Latest by 30.4.2007**. The Technical Bid will be opened in presence of the bidders or their representatives **at 15.30 Hrs. on 30.4.2007**.
 5. Technical supported by the above information should be submitted in Sealed envelope duly superscribed with the name of work. The completed Bids will be received **upto 15.00 Hrs. on 30.4.2007**.
 6. If any information furnished by the Vendor(s) is found incorrect at a later stage, the firm shall be liable to be debarred from tendering and last taking up of work in IIA. The Institute reserves the right to verify the particulars furnished by the applicants independently.
 7. Incomplete Technical Bids are liable for rejection. Commercial Bids will be considered only for the successful Technical Bidders.
 8. Late & / delayed offer will not be considered.

9. IIA is not responsible for any delay / loss of documents in transit.
10. The Commercial Bids will be opened on **07-05-2007 at 15.00 Hrs.**of those firms technically qualified in the presence of bidders or their representatives.
11. IIA reserves the right to reject any tenders without assigning any reason and to restrict the list of pre-qualified firms to any number deemed suitable.

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 and (b) commercial part (without price) is one cover.

Part II: Price part alone is another cover.

2. **TECHNICAL AND COMMERCIAL 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.

2. **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 technical part. Both technical and commercial part shall not contain price details. The Technical and Commercial part should be kept in one cover along with tender Fees superscribing tender number and due date and should be sealed.

3. **PRICE PART** alone should be kept in a separate cover super scribing tender number and due date.

4. Both the technical and commercial part (with tender fee wherever applicable) in one cover and **price part** in another cover should be put in one large cover and the cover should be super scribed with the tender number, due date and time of opening.

5. The Sealed covers should be sent to the following address:-

THE DIRECTOR, INDIAN INSTITUTE OF ASTROPHYSICS., II ND
BLOCK, KORAMANGALA, BANGALORE – 560 034.

6. The offer should be valid for a minimum period of 120 days from the due Date.

7. Offer shall be submitted in sealed covers only.

8. No conditional discounts will be allowed.

9. Tender fee of requisite value shall be sent along with the tenders by demand draft drawn in favour of “The Director, Indian Institute of Astrophysics., Bangalore” drawn from any Indian Nationalised Banks.
10. The interested tenders may refer to Tender notice also released in the leading News Papers for the convenient to down load the Tender documents from the IIA website www.iiap.res.in.
11. Tender shall be submitted as above without fail.

Phone: 25530672-676
Fax : 25534043
Grams: ASTRON

INDIAN INSTITUTE OF ASTROPHYSICS
IInd Block, Koramangala, Bangalore-560 034

No.PR/SOLAR/CAP/11

Dt: 2007

M/s.

Dear Sirs,

The Director, Indian Institute of Astrophysics, Bangalore invites Sealed Tenders for the supply of Stores detailed in the Tender Form hereto annexed. The Tender Terms are also enclosed may be noted carefully. If you are in a position to quote for the supply in accordance with the requirement, please submit your quotation in the attached Tender Form.

Your Tender (both Technical & Commercial Bids) must reach this office on or before the date and time indicated in the Tender Schedule.

Thanking you,

Encl: as above.

Yours faithfully,
Sd/-
(AJ Raghupathy)
Admn. Officer
For Director

INDIAN INSTITUTE OF ASTROPHYSICS
BANGALORE-560 034

PUBLIC TENDER DOCUMENT NO:PR/SOLAR/CAP/11
DT: _____, 2007

TENDER FORM

FROM:

TO

THE DIRECTOR,
Indian Institute of Astrophysics.,
Bangalore-560 034.

Sir,

I/We hereby offer to supply the stores indicated below at the price hereunder quoted and agree to hold this office open till _____. I/We shall be bound to supply the store hereby offered upon the issue of the Purchase Order communicating to the acceptance thereof on or before the expiry of the last mentioned date. You are at liberty to accept any one or more of the items of such stores. I/We notwithstanding that the offer in this tender has not been accepted in whole, shall be bound to supply such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance.

Sl.No.	Description of the item(s)	Quantity	Unit	Rate	Dely. Period
	Please refer the Technical specifications for Design, detail Engineering, fabrication, shop assembly, testing, Installation and commissioning of "Digitizer Equipment" In subsequent pages (Annexure II)	2 Nos.			3 Months

Place at which the Delivery is required : At Kodaikanal
Observatory,
Kodaikanal – 624 103.

Date by which the supplies are required : 3 months FDO.

2. I/We have understood the items of the tender annexed to the invitation to the 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 communicating the acceptance of this tender either in whole or in part.

Date:

Signature and seal of Tenderer

Annexure – II

Technical Specification of “Digitizer Equipment” at our Observatory site at Kodaikanal – 624 103., Tamilnadu.

Introduction:

This equipment need to be designed for digitizing the solar images captured on Photographic plates of 3 sizes and photographic films. This is manually operated through motorized drives. The structure to be designed to accommodate the one-meter dia lab sphere available at IIA, Kodaikanal. The CCD camera is mounted on the structure, which can be adjusted at different heights. The footprint of the structure shall be within the isolated foundation already existing at site. The equipment shall be configured in such a way that it can be moved into the existing door of the building at Kodaikanal Lab.

Scope of Supply:

Design, detail engineering, fabrication, shop assembly, testing, Installation and commissioning of “Digitizer Equipment” at our Observatory site at Kodaikanal at Tamil Nadu.

The unit consists mainly:

- 1) Top and Base Structure.
- 2) Sliding plate unit.
- 3) CCD camera mounting arrangement.
- 4) Rope drive pulley unit for travel.
- 5) Counter weight assembly for balance.
- 6) Adapter plates assemblies for object sizes 254mmX254mm, 128mmX102mm and 108mmX93mm.

Along with Counter weight, LM Guide rails, toggle clamps, DC motor drive, electrical and controls.

Specification:

Sl No.	Descriptions	Specifications
1	Height of the plates above the floor level	1320(4' 4")
2	Distance between the plates and lab sphere	102(4")
3	Distance between plates and camera	300,500 & 800
4	Vertical height adjustment for camera	500
5	No. of steps for height adjustment	5
6	Distance between steps	100
7	Overall height of structure	2500
8	Overall length and breadth of structure foot print	1570 X 1200
9	Sizes of plates	254 x 254(10"X10") 127 x 102(5"X4") 108 X 83(4 1/4"X3 1/4")

10	Materials of adapters	Aluminum
11	Traverse for slider	300
12	Positioning accuracy of slide	+/- 1mm
13	Leveling provisions for plates	Yes (3 fine pitch screw)
14	Loading and unloading of plates	Manual
15	Type of antifriction guides	LM guides
16	Motor details	DC Motor
17	Guide way for vertical slide	LM Guides
18	Type of location at each step	Conical plug & Seat
19	Painting Color	Black
20	Materials of construction for structure	Mild steel
21	Sizes & No. of expansion bolts for floor anchoring	M8 X 8 nos
22	Sizes of cable anchoring chain	50 X 30 mm IGUS
23	Cycle time estimated per plate	120 Sec

Technical specifications:

- 1.The Instrument shall be made out of mild steel tubular sections of rectangular/square shape (RST and SST) of TATA make.
- 2.All the material like steel plates, rods etc shall be of reputed brand like TATA/SAIL/VIZ
- 3.Aluminium rods, plates and sheets shall be of reputed brand like Indal/ Hindalco.
- 4.All the fasteners used in the structure should be high tensile of reputed brand like Unbrako. Stainless steel fasteners shall be used wherever called for.
- 5.All the welding shall be carried out by using reputed brand electrodes.
- 6.All the welded structure shall be stress relieved as per the requirement.
- 7.Aluminium casting/ Ph.bronze casting and cast steel wheel shall be free from blow holes and cracks, necessary ultra sonic tests to ensure the same shall be conducted.
- 8.Chemical analysis of alloy steel, aluminium alloy etc shall be done in a reputed laboratory acceptable to IIA.
- 9.Structure shall be given a coat of phosphating followed by zinc chromate primer and painting.
- 10.Structure shall be given two coats of MRF polyurethane paint of suitable colour.

11. All the raw materials shall be offered for inspection before the commencement of fabrication.
12. Vendor shall accommodate any minor modification/ changes in the design required during the manufacturing process without any extra claim.
13. Stage inspection of all the items during the manufacturing process by IIA representatives is essential. This also includes the works off loaded to other subcontractors.
14. Vendor and their subcontractor should have necessary inspection facilities to check dimensional and geometrical tolerances of individual components, sub assemblies and assembly of the unit.
15. All Bearings like Deep groove ball bearing, Needle roller bearing used in the drive system shall be of SKF or FAG make and same should be procured from an authorized stockist/dealer of the product
16. Vendor should provide all technical assistance during the testing of the unit by IIA scientists and engineer at vendor's shop floor as well at the observatory campus.
17. Vendor should prepare inspection report for all the components and the same may be given to IIA for verification.

For any technical details and clarifications vendor can contact the Mechanical design section of the Institute during working hours.

Site Details:

Kodaikanal Observatory

1.LOCATION: The Kodaikanal Observatory is located at an altitude of 2343 m in the Palani range of hills in southern India.

Latitude : 10 13' 50"

Longitude : 77 28'07"

Altitude : 2343m

Local Time : Indian Standard Time (IST) : IST = GMT + 05 30hrs

Reaching Kodaikanal:

Air Connection

The nearest airport to the Kodaikanal Observatory is Madurai (130km from Kodaikanal Observatory), in the state of Tamil Nadu.

Rail Connection

The nearest railway station is Kodaikanal Road (80km from Kodaikanal Observatory).

Road Connection

Kodaikanal Observatory is located 4km from Kodaikanal town and may be reached by Road from Bangalore, via Salem and Dindigul and from Madurai via Kodaikanal road.

Annexure - III
INSTRUCTIONS TO TENDERERS

1. Tenders should be sent in sealed and superscribed envelopes with mention of Tender No. date and date of opening. Only one Tender should be sent in each envelope.
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.
 1. 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.
 2. 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.
 3. 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 tenderer 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.

4. 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.
5. 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.
6. 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 sel of his office, if required by the Purchaser.
7. 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.
8. The authority of the person signing the tender, if called should be produced.
9. Complete system configuration sna system and sub-system design details should have approval of the purchaser before actual fabrication or procurement process.
10. A complete set of instruction and operation manual should be supplied at the time of installation.
11. 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 that 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.

Duty Exemption:

Please note that we may issue "Excise duty Exemption Certificate", if acceptable under the Govt. of India notification No. 10/97 valid till 2011.

3. 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.

4. 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 contract -or the whole or 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 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 4(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 12 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 4(b) and (c) shall be 'asked for' guarantee period plus two months.

5. **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.

6. **TEST CERTIFICATE:**

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

7. **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.7 (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.

8. **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.

9. DELIVERY PERIOD:

- a) The time for and the date of delivery 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.
- 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 9 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-provided that the agreement, is 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.

10. **EXTENTION OF DELIVERY TIME:**

As soon as it is apparent that Contractor 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 9 hereof.

11. **PAYMENT:**

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

12. **RECOVERY OF SUMS DUE:**

Whenever there is a breach of contract whether liquidated or not, money arises out of or under this contract against the contract, the Purchaser shall be entitled to recover such sum by appropriating, in part or while, 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.

13. **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 indemnity 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

14. **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 Purchase Officer 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.

(a) **IT IS TERMS OF THIS CONTRACT:**

If the Arbitrator be the Head of the Purchase Office,

- i) in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with the reference himself, or to appoint another person as arbitrator, or,
- ii) in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Purchase Office to appoint another person as arbitrator or,

(b) If the Arbitrator be a Person appointed by the Head of the Purchase Officer:-

In the event of his death, neglecting or refusing to act, or resigning or being unable to act for any reason, it shall be lawful for the Head of the Purchase Office either to proceed with reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor the time for making a publishing the award. The venue of Arbitration shall be the place as the Purchaser. In his absolute discretion may determine. Work under the contract shall if reasonably possible, continue during Arbitration proceedings.

15. **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.

16. **SECURITY FOR PURCHASER'S MATERIAL(S):**

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.