



INDIAN INSTITUTE OF ASTROPHYSICS

2ND BLOCK, SARJAPUR ROAD, KORAMANGALA
BANGALORE-560 034

**PUBLIC TENDER NOTICE NO: IIA-PT/UVIT-IIA/FAB/CAP/434 DATED: 4TH
FEBRUARY 2009 (TWO BID SYSTEM)**

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

Sl. No.	Description in Brief	Quantity	E.M.D (refundable) Rs.	Tender Fee (non-refundable) Rs.
01.	Design, detail Engineering, Manufacture, Assembly Test/inspection and supply of Transportation Containers & Tilt Fixture (as per RFP details mentioned in the Annexure II)		75,000/-	300/-

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 download the same from our website (as “NO” hard copies of Tender document 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., and date with Date of opening. Both the Bids shall be submitted 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 should have adequate shop floor space for manufacture, assembly and testing / inspection.

b). Tendering companies should be capable to fabricate and supply spare parts, if necessary, at least for a period of 10 years.

(c) Tenderer should have executed, in the last 3 financial years (i.e., current year and two previous financial years) atleast one similar equivalent supply for a minimum value of Rs.30 Lakhs and above.

(d).The total contract amount received during the last 3 financial years, and the current financial year should be a minimum of Rs.30 Lakhs. The tenderer should submit latest Audited Balance Sheet duly certified by the Chartered Accountant to this effect. They should also submit Bankers Solvency Certificate to a minimum value of Rs.30 Lakhs and above.

(e) The Private Body Contractor shall be required to produce the latest TDS Certificate indicating the Income Tax deducted by the client for the execution of similar items, completed individually of value not less than Rs.30 Lakhs.

3. Both Technical/Commercial/price Bids (as per Two part tender instructions – Annexure-I) supported by the above information should be submitted in Sealed envelope duly superscribed with the name of item/work. The completed Bids will be received at this office **upto 1500 Hrs. on 26th February 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 any work in IIA. The Institute reserves the right to verify the particulars furnished by the tenderers.

5.The interested tenders may contact **Mr.P.Umesh Kamath**, with prior permission on or **before 20th February 2009**, to discuss Technical clarifications, if necessary only, before submitting both Technical / Price bids.

6.The firms should submit both Technical and Commercial/Price bids (as per Two part tender instructions-Annexure-I) separately superscribed along with EMD/Tender fee of prescribed amount **upto 1500 Hrs. Latest by 26th February 2009.** The Technical Bids will be opened on the same day in presence of the bidders or their authorized representatives **at 15.30 hrs 26th February 2009.**

7. Incomplete Technical Bids are liable for rejection. Commercial/price bids will be considered for opening only for the Qualified Technical Bidders, which are recommended by the Technical evaluation committees being constituted for the purpose.

8. Late & / delayed offer will not be considered at all.

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).

11. The Commercial / Price Bids will be opened **on 12th March 2009 at 15.30 hours** of those firms technically qualified and recommended by the committee constituted for the purpose, in the presence of such bidders or their nominated representatives.

12. The Director, IIA reserves the right to reject any or all tenders / bids without assigning any reasons.

**Administrative Officer
IIA, Bangalore-34**

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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 tendered 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.

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. The Technical part should be kept in one cover along with EMD & Tender Fees superscribing tender number and due date duly sealed.

4. COMMERCIAL AND PRICE PART alone should be kept in a separate cover superscribing tender number date and due date.

5. The Technical part in one cover and **Commercial / Price part** in another cover should be put in one large cover, and should be superscribed with the tender number, due date and time of opening.

5. The cover as above should be sent to the following address:- **THE DIRECTOR, INDIAN INSTITUTE OF ASTROPHYSICS, 2ND BLOCK, KORAMANGALA, BANGALORE – 560 034.**

6. The offer should be valid for a minimum period of 120 days from the date of opening of price bids.

7. Offer shall be submitted duly superscribed only as said above.

8. No conditional discounts will be allowed.

9. EMD & Tender fee of prescribed value should be sent along with the Technical Bids /tenders in the form of demand draft only, drawn in favour of “The Director, Indian Institute of Astrophysics., Bangalore” obtained from any Indian Nationalized / reputed Banks in India. Hence, please note that no bids will be considered without the prescribed EMD and tender fee along with Technical Bid(s).

10. Tender shall be submitted as above without fail.

Ph.25530672-676, Fax: 25534043

Website: www.iiap.res.in, E-mail: astron@iiap.res.in

INDIAN INSTITUTE OF ASTROPHYSICS

2nd Block, Koramangala, Bangalore - 560 034

No.IIA-PT/UVIT-IIA/FAB/CAP/434

Dated:

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 enclosed are also 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 also.

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

Thanking you,

Yours faithfully,

Encl: as above.

(AJ Raghupathy)
Admin. Officer
For Director

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INDIAN INSTITUTE OF ASTROPHYSICS
BANGALORE-560 034

PUBLIC TENDER DOCUMENT NO: IIA-PT/UVIT-IIA/FAB/CAP/434
DT: 4TH FEBRUARY 2009

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 offer 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 not withstanding 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
01.	Design, detail Engineering, Manufacture, Assembly Test/inspection and supply of Transportation Containers & Tilt Fixture (as per RFP details mentioned in the Annexure II)				

-: 6 :-

Place at which the Delivery is required : **at 2nd Block, Koramangala, Bangalore**

Date by which the supplies are required : **Within April 2009**

02. 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

-: 7 :-

ANNEXURE II

Technical specification for Design, Detail Engineering, Fabrication and Supply of “Transportation Containers” and “Tilt Fixture” Request for Proposals (RFP)

Introduction:

Indian Institute of Astrophysics (IIA) is developing an Ultraviolet Imaging Telescope (UVIT) system to be launched on board ‘ASTROSAT’ India's first Satellite dedicated for Astronomy Research. In this connection we need a set of storage-cum- transportation containers and a tilt fixture as per the requirements / specifications given in this RFP.

1. Deliverables:

A. Detailed design documents and drawings of the transportation containers and of the tilt fixture for a review and approval by IIA.

B. Fabrication and supply of

Outer container - **1 No.**

Inner Container with mounting Bracket - **1 No.**

Tilt Fixture - **1 No.**

Along with the assembly and detail drawings, inspection and test reports, catalogs of brought out items, handling/operation procedure, maintenance manuals, with necessary technical specifications.

2. Storage and Transportation Containers:

2.1. Description / Functional Requirements:

These containers are required for storage and transportation of UVIT assembly along with the mounting bracket. The assembly consists of one inner container with swivel castor wheels (not black color) with braking and a set of screw jacks, one outer container to house the inner container on suitable vibration isolators.

The inner container measuring ~ 3400 x 1400 x 1400 mm, is made up of three modules. The end covers shall be easily separable from the middle module. The middle module shall be configured for easy mounting / assembly of the UVIT along with the mounting bracket. The inner container shall be clad with stainless steel SS304 and shall be compatible for use in a 100 / 1000 class clean area. Its surfaces both internal and external shall be easily accessible. These surfaces shall be buffed/polished to facilitate thorough cleaning.

The container shall have provisions for continuous purging with clean & dry Nitrogen (N₂). These include accommodation for a standard N₂ cylinder and suitable provisions in the walls for routing/connecting the purging lines. Suitable dampers shall be incorporated in the design for isolating the UVIT system from vibration / shock due to transportation & handling. Instrumentation / sensors to monitor /

record the shock, humidity and temperature are to be included. Each container module shall have provisions for handling to facilitate easy assembly/disassembly of the modules. All the handling hooks / interfaces shall be designed for 4.5 times the actual load. The handling hooks of the main containers shall match with standard 20 ton crane hook

2.2. Qualification/Acceptance test:

The container has to go through a qualification testing before it is cleared for the intended use. Typically the qualification process will include, Functional sequence & tests, Gas tightness checks for the inner container, Dynamic response (drop test & road test), Water spray test and Thermal behavior test as required.

2.3. General design guidelines:

1. Easy transportability in difficult terrains.
2. Have strength to withstand all stresses, strains and vibrations arising from handling, transportation and transit and also to protect the internal fittings and their fixtures.
3. Light weight rugged construction commensurate with the needs mentioned above to facilitate handling and transportation.
4. Long life with minimum repair and maintenance.
5. ISO corner castings as per specification ISO 1161 to be provided at all corners.
6. Lifting brackets & Fork Lift pockets will be provided to facilitate easy handling and securing.
7. Container shall be leak-tight. Hence, proper Neoprene/Viton gasket shall be provided at the interface of the cover and remaining body.

2.4. Overall sizes:

	<u>External Container</u>	<u>Internal Container</u>
Overall Length:	4270 mm	3400 mm
Overall width :	1830 mm	1400 mm
Overall height :	2315 mm	1400 mm

2.5. General design and construction of Outer Container:

1. Construction Materials

- * Steel: load bearing members : IS 10748 or equivalent
- * Structural Steel : IS 2062.
- * Side-end walls & roof panels : CORTEN-A/JIS G 3125 SPA-H
- * Square/Rectangular hollow sections : JIS STKR-41/IS 1161/ IS 4923
- * Paint : Zn-rich Epoxy Primer
(% volume of solid content
82-85%)

2. **Welding:**

The Shell of the bunk house is of all weld construction. The welding is carried out by MIG process using Co2 as shielding gas. All the external welding will be continuous, uniform and of full penetration.
3. **Shell:**

The outer shell of the bunk house is manufactured with medium tensile steel of grade CORTEN-A / JIS G 3125 SPA-H. The main load bearing members such as posts, base members, bottom side rails, end rails are pressed formed profiles of appropriate geometry of IS 10748 grade III, IV. Thickness of such profile will vary from 3.2mm to 6.0 mm.

The entry door with reinforced framework will be provided as per requirements and as stated in the enclosed drawing. The door can be locked with door locking device. The doors can be effectively sealed against water ingress in closed condition by using EPDM gasket profiles.
4. **Side & End walls**

External walls are vertically corrugated 1.6mm thick atmospheric corrosion resistant steel. The corrugated panels are continuously butt welded to form entire side wall and the assembled side wall is continuously welded to the peripheral frame members.
5. **Roof (Self draining type)**

The roof is open able type and manufactured from 2.0 mm thick atmospheric corrosion resistant steel. There are five corrugation panels. The corrugated panels have 6 - 9mm camber at the centre for draining rain water. All the panels are continuously seam welded and are welded to the peripheral members. Roof can be lifted by fork lift or slings & shackles.
6. **Surface Pre-treatment:**

The shell after pre-fabrication and full welding shall be shot blasted using steel shots (grade S 230) and steel grits (G 40). The blasted surface shall be equivalent to Swedish standard of SA 2.5. The dust and dirt's are removed by blowing dry and clean oil free compressed air.
7. **Painting:**

The shot blasted cleaned steel surface is painted as per the following scheme using airless spray painting process. The total dry films thickness will not be less

than 115 microns on the exterior surfaces and 75 microns on the interior surface.

SCHEME	INTERIOR	EXTERIOR	UNDER STRUCTURE
Primer Coat	Zinc Rich Epoxy primer 15 – 20 microns	Zinc Rich Epoxy primer 15 – 20 microns	Zinc Rich Epoxy primer 15 – 20 microns
Intermediate coat	Epoxy Polyamide 60 microns	Epoxy Polyamide 50 microns	-----
Top Coat	----	Chlorinated rubber enamel 50 Microns	Bituminous paint

Make of primer / paint: Shalimar / Berger / Asian brand only shall be used be used.

8. Flooring system:

6 mm thick M.S. chequered plate will be welded on the base structure.

9. Vibration Isolator:

SOCITEC or equivalent make, wire rope Isolators required numbers or Saddle and shock vibration arrestors shall be provided as shown in the drawing.(fig.1)

2.6. Details of the Inner Container:

The internal container both the ends of the container will be of detachable .The side walls & end walls & roof will have 50 mm thick PUF insulation. Roof will be detachable and can be lifted with slings & shackles. The internal & external cladding will be done with 0.5 mm thick SS sheets. The inner container shall be compatible for use in a 100 / 1000 class clean area. The surfaces both internal and external shall be easily accessible /cleanable. Floor will have 100 mm PUF insulation (?????). Internal Flooring will be done with 1.6 mm thick SS chequered plate. Shock, temperature, humidity and pressure shall be monitored close to the UVIT payload. (ref.fig.1) Standard lifting hooks shall be provided at top four corner for handling by crane using rope / chain slings.

1. Shock Recorder:

To monitor the shock and vibration experienced by the instrument suitable Shock recorder system like LAMERHOLM shall be deployed. The technical proposal shall include all these relevant details.

2. Temperature/Humidity/Pressure Sensors:

To monitor the combined humidity, pressure and temperature sensor shall be deployed. Vendor may select a suitable system like the one made by LAMERHOLM. Differential pressure for purging will be controlled by using solenoid valve and breather valve.

3. Tilt Fixture:

The tilt fixture (Fig.2) is used to conduct conveniently, the handling and integration / thermal operations required to be done on UVIT. This fixture has a semi-cylindrical ring gimballed about horizontal axis. The 900 mm diameter flanged cylinder along with the UVIT payload is taken out from the inner container and placed on this gimballed semi-cylindrical frame and fixed to it rigidly. This transfer operation is done with UVIT in horizontal condition. For carrying out the integration/thermal implementations the UVIT can be tilted from the vertical using the worm gear drive and is locked in the required orientation. For transferring the UVIT to vibration table / TV chamber for environmental tests or to the satellite for final integration, the payload will be oriented to vertical configuration and using the handling fixture the transfer is done.

The fixture consists of a base frame of 1600 x 1400 mm size with caster wheels (not black color) for mobility and screw jacks for supporting/leveling during various operations. Two vertical brackets fixed on the base frame house the bearings and support the semi-cylindrical ring frame on which the payload is mounted. A manually driven worm gear module and an indexing/locking mechanism are added on either end of the gimbal axis. The gimbal axis is at 1800 mm from floor level in the present design and this provides a ~419 mm clear space at base end for working. However there is a possibility to reduce the 419 mm to about 200mm to reduce the overall height.

Lubrication in the tilt Fixture shall be Ultra Low VP grease and the unit is to be provided with a simple protective cover for use during transportation and storage.

Overall sizes: As per the schematic drawing enclosed

Materials: Standard MS or Aluminum alloy sections / plates / sheet can be used.

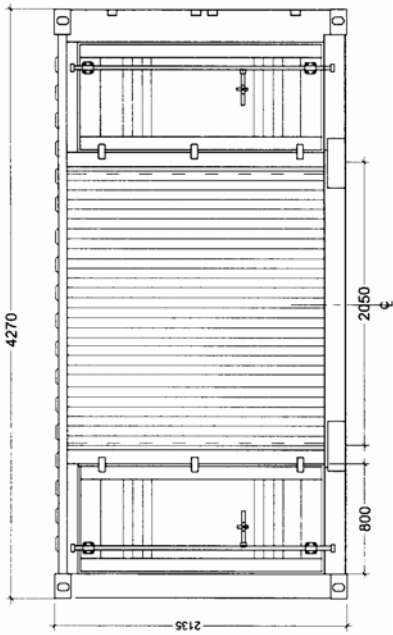
Design guidelines: General design guidelines/practices as mentioned above, for the containers, are applicable for this equipment also. The fixture shall have provisions for handling to facilitate easy assembly/ disassembly of the modules. All the handling hooks/ interfaces shall be designed for 4.5 times the actual load. The handling hooks of the main containers shall match with standard 20 ton crane hook.

The guidelines given for pre-treatment and painting mentioned above for the containers are applicable for this item also.

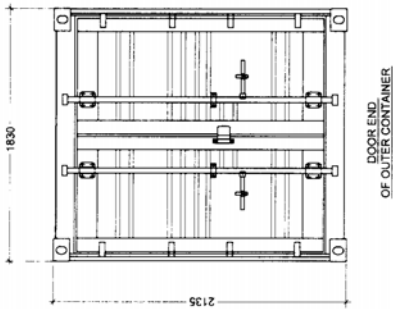
The fixture has to go through a qualification testing before it is cleared for the intended use. Typically the qualification process will include functional sequence & tests as required.

8. General/ terms and conditions:

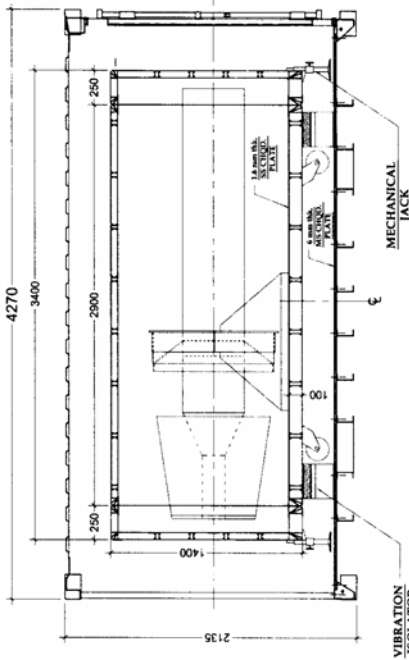
- The work under this RFP has to be carried out by the vendor in two phases.
Phase-1: Detailed design and design drawings of the containers and tilt fixture as per the overall configuration / requirements of this RFP and approval from IIA.
Phase-2: Fabrication and supply of the containers and the tilt fixture along with all test certificates and manuals.
- The overall manufacturing drawings shall be given to IIA for approval before proceeding with manufacture.
- Small changes in the drawing/requirement after placing the order, to be accepted by the vendor without any extra charges.
- The offer shall be in two parts, put in separate sealed envelopes as given below.
A) Technical offer with all technical details, delivery schedules etc.*
B) Cost/Price bid.
*** The technical offer shall include information on the following:**
 - Typical specifications of the Shock/Vibration Isolator and Recorders.
 - Typical specifications of the Temperature/Humidity/Pressure Sensors.
 - Typical specifications of the Leak flow rate realized/applicable for container of this size.
 - The offer shall also include the typical 'g' levels likely to be experienced by the payload mounted in the inner container for standard road transportation option.
 - Typical specifications of the proposed worm gear speed reducer, tilt bearing, indexing fixture provided for the Tilt fixture.
- IIA reserves accessibility to vendor site as and when required. Information like, sub-contractor info, material test reports, product test report need to be provided to IIA, during all stages of the contract.
- Any changes to the above shall be made by mutual agreement between IIA and vendor.



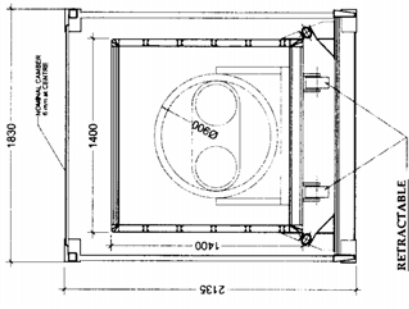
SIDE ELEVATION



DOOR END OF OUTER CONTAINER



SECTIONAL SIDE VIEW



SECTIONAL END VIEW

BASIC DIMENSIONS (OUTER CONTAINER)

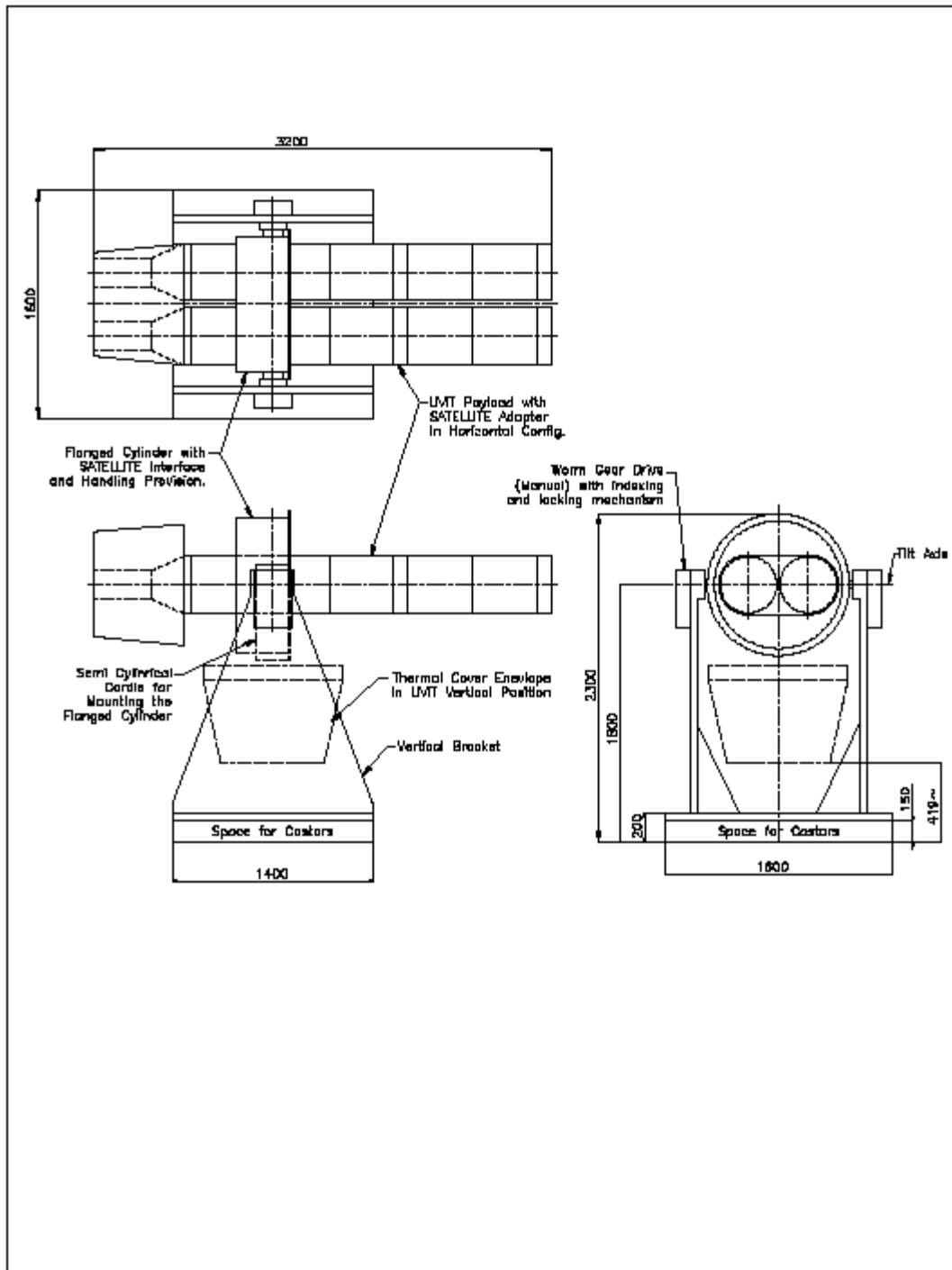
	LENGTH	WIDTH	HEIGHT
EXTERNAL	4,270	1,830	2,100
INTERNAL	4,100	1,742	1,904
DOOR OPENING		1,690	1,795


BASIC DIMENSIONS (INNER COLLAPSIBLE CONTAINER)

	LENGTH	WIDTH	HEIGHT
EXTERNAL	3,400	1,400	1,400
INTERNAL	3,295	1,298	1,245

FOR INNER COLLAPSIBLE CONTAINER
 INNER & OUTER PANNELLING - 0.5 mm thk. SS SHEET
 PU/F INSULATION
 SIDE WALL, END WALL & ROOF WALL - 50 mm.
 FLOOR (INSIDE) - 1.6 mm SS CHOD. PLATE

PROJECT: UVIT Contract No. 70/199 Order No. S2709-1984 All Dimensions are in "mm" unless otherwise specified	TITLE: UVIT Transport Container		DRG. No.: SHEET 01 OF 01 Rev. 00 Date 22/02/78
	Scale: 1/10	DRG. No.:	
INDIAN INSTITUTE OF ASTROPHYSICS BANGALORE - 560 034 (Dept. of Instr. Ministry of Science & Technology)			



PROJECT:- UVIT	DRN CHD	DESIGNER V. Subramanian	DATE 08-12-04	TITLE TLT FIXTURE (UVIT)	DRG. No:-
Scale 1:1	APP'D				SHEET 01 OF 01
All Dimensions are in "mm" unless otherwise specified				 INDIAN INSTITUTE OF ASTROPHYSICS BANGALORE - 560 034 (Govt. of India, Ministry of Science & Technology)	Rev. RD Date 22/02/05
General Tolerance Shall be as per IS:2709-1984 unless otherwise specified					

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.
2. Late and Delayed Tender will not be 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 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 be 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.

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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 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) 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, 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 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 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 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. TEST CERTIFICATE:

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, i.e, within 30 days on satisfactory acceptance. However, an agreement shall be entered / duly signed both by the purchaser and seller, if required.

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.

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

If the Arbitrator be the Head of the Institution

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 Institution, to appoint another person as arbitrator or,

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

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 Institution 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.

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. 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.

