

## Tender Details

**Tender No:** DOS/NARL/2019E0029801

**Tender Date:** 10/04/2019

**Purchase Entity:** National Atmospheric Research Laboratory

## Tender Notice

e-Tenders are invited for the Supply of Items listed below. The Bids are to be prepared and submitted in specified Templates online, by logging into the portal <https://eprocure.isro.gov.in>. Submission of Bids involves two stages to be performed by Vendors - Submission of Bids and Open Authorization. The Bids remain encrypted with the bidder's public key, until the Open Authorization stage. All those Bids where Open Authorization is not given, are automatically disqualified. Such Bids will not be openable and will not be considered for further processing. The Vendors are advised to submit the Bids much before the Closing Time to avoid last minute problems.

## Tender Attachments

### Technical Write-up/Drawings

#### Attachment - I:

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#### Attachment - II:

#### Attachment - III:

#### Attachment - IV:

#### Attachment - V:

### Instructions to Tenderers (LT)

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The Following specific Articles shall form part our order in addition to the standard term & conditions: NOTE: Please note that the supplier shall confirm the following specific articles while submitting the quotation, failing which the quotation shall not be considered.1.TAX: As per Notification No. 045/2017- Central Tax (Rate) dt: 14/11/2017 & Notification No. 047/2017 Integrated tax (Rate) dated.14.11.2017 we are eligible to avail concessional GST@5% for Technical & Scientific materials only against certificate issued by an officer not below the rank of Deputy Secretary to Government of India. The quotation shall be sent along with draft Tax invoice / Supply of Bill incorporating GST Reg. No., CGST, SGST, IGST, TDS, etc., as applicable, for future scrutiny in case of orders if any. This is without any commitment from our side. The concessional tax is not applicable for AMC and work order for which full rate of GST would be applicable. Vendors shall take this aspect into account while submitting their offer.\*\*\*\*\* 2.Price Bid should be valid for minimum period of 120 days respectively from the date of its opening.\*\*\*\*\* 3.DELIVERY PERIOD :Realistic delivery period shall be mentioned the following points shall be taken into account. a. Import of parts / components, export license / EUS is involved. b. Submission of drawings / PDR and approval by NARL.c. Installation commissioning is involved. d .Inspection / training is involved.e. Any request for delivery extension with waiver of Liquidated Damages (LD) in the event of placement of

Purchase Order/ Work Order on you citing the above reasons shall not be entertained.\*\*\*\*\*4.Liquidated Damage: The delivery period shall be deemed to be the essence of the order, in the event vendor shall fail to deliver the equipment within the time specified in the order or any extension thereof allowed by NARL, the department shall have the right to recover from vendor as liquidated damages (LD) a sum at the rate of 0.5% (1/2%) per week not exceeding the total cost of 10% of undelivered systems.\*\*\*\*\*5. Charges like Installation & Commission 3rd party inspection, training etc. shall be mentioned separately extra by amount or in percentage of the basic cost.\*\*\*\*\*6. Separate Insurance need not be arranged at NARLs cost. Adequate precaution shall be taken to ensure safe delivery of the consignment at NARL.\*\*\*\*\*7. a).Prices are required to be quoted according 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 systems of unit must be furnished.\*\*\*\*\* b) Corrections, if any, in the quotation must be attested. All amounts shall be indicated both in words as well as in figures. When there is difference between the amount quoted in words and figures, the amount quoted in words shall prevail.\*\*\*\*\* 8. The purchaser reserves the right to accept or reject any quotation fully or partly without assigning any reasons.\*\*\*\*\*9. PAYMENT TERMS: 9.01. Indigenous: within 30 days after receipt and acceptance of the material at NARL for supply of material.\*\*\*\*\*9.02. Within 30 days after completion and acceptance by NARL for services / work related orders.\*\*\*\*\*9.03. Foreign : Within 30 days through wire transfer after receipt and acceptance of the material at NARL Gadanki.\*\*\*\*\*9.04. Sight Draft / Letter of Credit Bank Charges : While the Purchaser shall bear all the bank charges payable to his Bankers (State Bank of India, Tirupati, Chittoor Dist., (A.P) India) the contractor shall bear all the Bank charges payable to his Banker in his country including the charges towards advising LC amendment / cancellation if any.\*\*\*\*\*10. Where counter terms and conditions / printed or cyclostyle of sale have been offered by the tenderer the same shall not be deemed to have been accepted by the Purchasers specific written acceptance thereof is obtained.\*\*\*\*\*11. SPECIFICATIONS: Stores offered should strictly conform to our specifications, Deviations, if any should be clearly indicated by the tender in their quotation. The tenderer should also indicate the Make/Type number of the Stores offered and provide catalogues, technical literature and samples, wherever necessary along with the quotations, Test Certificates wherever necessary should be forwarded along with supplies. Whenever options are called for in our specifications, the tenderer should address all such options. Whenever specifically mentioned by us, the tendered could suggest changes to specifications with appropriate reasons for the same. Even in such cases, the tendered should state why he cannot meet our specifications and why he is suggesting the changes.\*\*\*\*\*12. GUARANTEE/ WARRANTY: The stores offered should be guaranteed for a minimum period of 36

months against defective material, design, operation or manufacture. For defects noticed during the guarantee period, replacement / rectification should be arranged free of cost/within a reasonable period of such notification.

\*\*\*\*\*12.01.THE EQUIPMENT / INSTRUMENT / SYSTEM SHALL HAVE A WARRANTY / GUARANTEE OF THREE (03) YEARS AFTER REPAIRS AND ON ACCEPTANCE BY NARL.

\*\*\*\*\*13. PERFORMANCE

BANK GUARANTEE: Vendor shall provide performance Bank Guarantee for 10% value of Order/Contract valid till the end of Warranty Period towards the performance of Equipment/System/Instrument. If PBG is not provided only 90% payment will be released & balance 10% shall be paid after completion - of warranty period.-Vendor shall provide Clarifications as & when required, if no reply received, default NARL terms & conditions shall be incorporated.-NOTE: All Bank Guarantees shall be as per NARL Format, issued by a nationalized/scheduled Bank on Rs. 200/- Non Judicial Stamp Paper. In case of import supplies the bank Guarantee shall be submitted either by the principle supplier or the concern Indian agent.

\*\*\*\*\*14. The contractor shall at all times indemnify the purchaser against all claims which made in respect of the stores for infringement of any right protected by the Patent Registration of design or Trade Mark and shall take all risks of accidents or damage, which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all means used by him for the contract.

\*\*\*\*\*15. ARBITRATION: In the event of any question, dispute or difference arising under these conditions are any condition in the Purchase Order or in connection with these 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 Office or of some other person appointed by him. It will be no objection that the arbitrator is a Government Servant, that he had to deal with matter to which the contract related or that in the course of his duties as a Government Servant, he has arbitrator shall be final and binding on the parties of this contract. It is a term of this contract. a) If the Arbitrator be the Head of the Purchase Officer: 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 wither 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 Office In the event of his dying, neglecting or refusing to act, or resigning or being to act, for any reference himself or to appoint another person as Arbitrator in place of the Outgoing Arbitrator. Subject as aforesaid, the Arbitration Act, 1996 and the rules there under any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The Arbitrary shall have the Power to extend with the consent of the purchaser and Contractor the time for making and publishing the award. The venue of Arbitration shall be the place as the Purchaser In this absolute discretion may determine. Work under the contract shall, if reasonably Possible, continue during Arbitration Proceeding. c) In case order is concluded on the Public Sector under takings the following Arbitration Clause will be applicable. In the event of any dispute or difference relating to the interpretation and application of the provision of the contracts such dispute or differences shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public enterprises to be nominated by the Secretary to the

Government of India in charge of the bureau of Public Enterprise. The Arbitration Act, 1996 shall be binding upon the parties to the dispute, providing, however, any party decided by the Law Secretary /Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.\*\*\*\*\*16.

Successful tender will have to furnish in the form a Bank Guarantee or in any other form as called for by the Purchaser towards adequate security for the materials/Property provided by the Purchaser for the execution of the contract. \*\*\*\*\*

17.PACKING & FORWARDING: 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 making of packages shall be done by and at the expenses of the contractor. The Purchaser reserves the option to give price preference to the offers from Public Units and /or Small scale/ Cottage Industries / Units over those from other firms, in accordance with the policies of the Government from time to time.

\*\*\*\*\* 18. CUSTOM DUTY: In case of imported items, Vendors shall furnish price break up for Cost of Material and Custom Duty Element separately. Concessional Customs Duty Exemption Certificate will be provided (As per Ministry of Finance, Department of Revenue, Government of India, vide Customs Notification No. 51/96-Cus dated 23-07-1996 (Sl. No. 1) as amended under Notification No.93/96 dated 11th December 1996 and 24/2007-Customs dated

01.03.2007).\*\*\*\*\* 19. POST WARRANTY MAINTENANCE: Charges shall be quoted as per following 1. AMC with spares 2. AMC without spares 3. Per call basis The AMC rates quoted shall be valid for a period of 3 years after completion of warranty period.

\*\*\*\*\* 20. INSTRUCTIONS TO THE INDIAN AGENT: a) If the prices quoted by the Indian agent on behalf of the foreign firms copy of the agency agreement with the foreign principle shall be provided along with the quotation. b) Original quote in foreign currency from the principals shall also be submitted. c) Agency commission if any shall also be indicated in the quotation. d) Authorization Letter: In case of imported items, Vendors have to provide Authorization letter from their principal

\*\*\*\*\*21. All the Columns in the Compliance Matrix shall be filled in all respects to evaluate your offer, failing which your offer will not be considered for evaluation. \*\*\*\*\*

### **Instructions to Tenderers - Imported Items**

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1. A Proforma Invoice may also be given which should contain the following information:-(a)The FOB value, the C&F value for import by Sea/Air-freight up to CHENNAI should be separately indicated.\*\*\*\*\* (b) Agency

Commission: The amount of commission included in the price and payable to the Indian Agents of the Contractor shall be paid directly to the Indian AGENTS by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rates of exchange ruling on the date

of placement of the Purchase Order and which shall not be subject to any further exchange variation. The payment will be released to the Indian Agents within 30 days from the date of receipt and acceptance of stores. \*\*\*\*\* (c) The contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent. \*\*\*\*\* (d) The earliest delivery period and country of origin of the Stores. \*\*\*\*\* (e) Bankers, name and address, telephone / fax Nos. & E-mail ID of the contractor. \*\*\*\*\* (f) The approximate net and gross weight and dimensions of package /Cases. \*\*\*\*\* (g) Recommended spares for satisfactory operation for a minimum period of one year. \*\*\*\*\* (h) Details of any technical service, if required for erection, assembly, commissioning and demonstration. \*\*\*\*\* 2. The FOB / FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderers country. \*\*\*\*\* 3. The Price Bid should be valid for minimum period of 120 days respectively from the date of its opening. \*\*\*\*\* 4. Samples, if called for, should be sent free of all charges. \*\*\*\*\* 5. Offers made by Indian Agent on behalf of their Principals, should be supported by the Proforma Invoices of their Principals. \*\*\*\*\* 6. The details of Import License will be furnished in the Purchase Order. \*\*\*\*\* 7. The authority of person signing the tender, if called for, shall be produced. \*\*\*\*\* 8. Instruction/Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only. \*\*\*\*\* 9. The Purchaser reserves the right to accept or reject the lowest or any other offer in whole or in part without assigning any reason. \*\*\*\*\* 10. It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval in writing by the Purchaser. \*\*\*\*\* a) Part shipment is not allowed unless specifically agreed to by us. \*\*\*\*\* b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us. \*\*\*\*\* 11. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractors works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors. \*\*\*\*\* 12. Where erection or assembly or commissioning is a part of the contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/ damages sustained due to delay in

fulfilling this responsibility.\*\*\*\*\*\*

13. For items having shelf life, those with maximum shelf life should be supplied, if order is placed.\*\*\*\*\*\* 14. Part Shipment is not acceptable but transshipment is acceptable. In the event of part shipment, freight charges inside and outside India, charges related to customs clearance shall be to sellers account.\*\*\*\*\*\*

II. TERMS AND CONDITIONS: 1.DEFINITIONS: 1. (a) The terms purchase shall mean the President of India or his successors or assignees.

\*\*\*\*\*\* (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, representatives, heirs, executors and administrators unless excluded by the Contract.\*\*\*\*\*\*

(c) The term Purchaser Order shall mean, the communication signed on behalf of the Purchaser by an officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores or plant, machinery or equipment part thereof.

\*\*\*\*\*\* (d)The term Stores shall mean, what the Contractor agrees to supply under the contract as specified in the Purchase Order. \*\*\*\*\*\*

2.PRICES: Tender 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. TERMS OF PAYMENT: 3.1. Being a Department of Government of India, the normal terms of payment are by Sight Draft. However, other terms of Payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.

\*\*\*\*\*\* 3.2. The Sight Draft/Letter of Credit will be operative on presentation of the under mentioned documents: (a) Original Bills of Lading / Airway Bill. \*\*\*\*\*\*

(b) Commercially certified invoices describing the Stores delivered quantity unit rate and their total value, in triplicate. The invoice should indicate the discount, if any, and Agency Commission separately. \*\*\*\*\*\*

(c) Packing List showing individual dimensions and weight of packages.

\*\*\*\*\*\* (d) Country of Origin Certificate in duplicate.

\*\*\*\*\*\* (e) Test Certificate. \*\*\*\*\*\*

(f) Declaration by the Seller that the contents in case are not less than those entered in the invoices and quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.

\*\*\*\*\*\* (g) Warrantee and Guarantee Certificated vide Clause 20 herein below.

\*\*\*\*\*\* 4. IMPORT LICENCE:

Reference to import Licence No. & date and contract number & date shall be prominently indicated in all the documents vide Para 3.2.

\*\*\*\*\* 5.DEMURRAGE: Supplier shall bear demurrage charges if any incurred by Purchaser due to delayed presentation of shipping documents as prescribed in Para 3.2 to the Bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments. \*\*\*\*\* 6.

ADDRESS OF INDIAN AGENTS:

\*\*\*\*\* 7. GUARANTEED TIME OF DELIVERY: The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the contract. Delivery must be completed within the date Specified therein.

\*\*\*\*\* 8. INSPECTION AND ACCEPTANCE TEST: \*\*\*\*\* 8.1.

The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all Stores to be supplied under this Contract and if part of the said Stores is being manufactured on other premises, the Contractor shall obtain for Purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the contractor's premises. Such inspection, examination and testing shall not release the contractor from the obligation under this contract. \*\*\*\*\* 8. 2. For tests on the

premises of the Contractor or of any of his sub-contractors, the Contractor shall provide free of cost assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably needed by the Purchaser's representative to carry out the tests efficiently.

\*\*\*\*\* 8. 3. When the stores have passed the specified test, the Purchaser's representative shall furnish a certificate to this effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the Purchaser as may be required.

\*\*\*\*\*9.MODE OF DESPATCH: Generally, stores should be dispatched through Indian Flagged Vessel/Air India or through any other Agency nominated by the Purchaser. A copy of the invoice and packing list should invariably be kept inside each of the package.

\*\*\*\*\* 10. PORT OF ENTRY: CHENNAI (INDIA)

\*\*\*\*\* 11. PORT OF CONSIGNEE: PURCHASE & STORES OFFICER, STORES, NARL, GADANKI.

\*\*\*\*\* 12. CONSIGNEE: PURCHASE & STORES OFFICER, NARL, GADANKI.PAKALA MANDAL, CHITTOOR DIST, ANDHRA PRADESH (INDIA). PIN-517 112.

\*\*\*\*\* 13. SHIPPING MARKS: The marks on the shipping documents such as invoice, bill of lading and on the packages should be as follows: PURCHASE ORDER NO: DATED: GOVERNMENT OF INDIA DEPARTMENT OF SPACE NATIONAL ATMOSPHERIC RESEARCH LABORATORY GADANKI PORT OF ENTRY: CHENNAI \*\*\*\*\*14.

INSURANCE OF THE STORES: The necessity or otherwise of insurance will be as indicated in the Purchase Order. \*\*\*\*\*

15. CONTRACTORS DEFAULT LIABILITY: 15.1. The purchaser may upon written notice of default to the Contractor terminate the contract in whole or in part in circumstances detailed hereunder:- (a) If



in the judgment of the Purchaser the Contractor fails to make delivery of Stores with in the time specified in the Contract / Agreement or within the period for which extension has been granted by the Purchaser to the contractor.

\*\*\*\*\* (b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this contract. \*\*\*\*\* 16. In the event the Purchaser terminate the Contract in whole or in part as provided In clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deemed appropriate, stores similar to that terminated and the Contract or shall be liable to the Purchaser for any additional costs for such similar stores and / or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of Stores. \*\*\*\*\* 16.1.1 If this contract is

terminated as provided in Clause 15.1 the Purchaser in addition to any other rights provided in this Article, may require the Contract or to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser: (a) Any Completed Stores.

\*\*\*\*\* (b) Such partially completed stores, drawings, information and contract rights (herein after called manufacturing material) as the contractor has specifically produced or acquired for the performance of the contract as terminated. The Purchaser shall pay the Contractor the Contract price for completed stores delivered to and accepted, by the Purchaser and for manufacturing materials delivered and accepted. \*\*\*\*\* 16.1.2. In

the event the Purchaser does not terminate the Contract as provided in Clause 14, the contractor shall continue the performance of the Contract, in which case he shall be liable to the Purchaser for liquidated damages for delay as set out in Clause 19 until the Stores are accepted. \*\*\*\*\* 17. REPLACEMENT: If

the Stores or any portion thereof is damaged or loss during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged during transit. The replacement of such Stores shall be effected by the contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. The price of replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender. The cost damage will however be claimed by the Purchaser from the insurance company. The import License / Customs Clearance Permit for the replacement will be provided by the Purchaser.

\*\*\*\*\* 18. REJECTION:

In the event that any of the Stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specification, the purchaser shall either reject the Stores or request the contractor, in writing to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective Stores free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may at his option either: (a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, \*\*\*\*\* (b) terminate

the Contract for default as provided under Clause 14 above or \*\*\*\*\* (c) acquire the defective Stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under Clause 19.

\*\*\*\*\* 19. EXTENSION

OF TIME: If the completion of supply of Stores is delayed due to reasons of Force Majeure, such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes and freight embargoes, etc., the contractor shall give notice within 15 days to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice after verification, if necessary, may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. \*\*\*\*\*20.DELAY IN COMPLETION / LIQUIDATED DAMAGES: If the Contractor fails to deliver the Stores within the time specified in the Contract or any extension thereof, the Purchaser shall recover from the Contractor as liquidated damages a sum of one-half or one percent (0.5%) of the Contract price of the undelivered Stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10%) of the contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their components parts are also delivered. If certain components are not delivered in time, the Stores will be considered as delayed until such time as the missing parts are delivered. \*\*\*\*\*21.GUARANTEE & REPLACEMENT: (a) The Contractor shall guarantee that the Stores supplied shall comply fully with specifications laid down, for material, workmanship and performance. \*\*\*\*\* (b) For a period of 36 months after the acceptance of the Stores, If any defects are discovered therein are found to have developed under proper use arising faulty materials, design or workmanship, the contractor shall rectify such defects at his own cost provided he is called upon to do so on intimation / notice from the date of acceptance thereof are faulty. \*\*\*\*\* (c) If in the opinion of the Purchaser, if 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 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 parting of the defective stores. \*\*\*\*\* (e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 36 months or as to whether the nature of the defects require renewal or replacement shall be final, conclusive and binding on the contractor. \*\*\*\*\* (f) to fulfil guarantee condition outlined in clause 21 (a) to (e) above, the Contractor shall, at the option of the Purchaser, furnish 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 36 months from the date of the arrival of Stores at Purchaser's site. \*\*\*\*\* (h) Even while 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 warranty as mentioned to in Clause 21 (b) and (c) shall be asked for guarantee period plus two months. and freight embargoes, etc., the contractor shall give notice within 15 days to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice after verification, if necessary, may agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the

contract.\*\*\*\*\*22.R

EQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED: The Contractor shall also undertake the supply of additional number (Nos.) of items covered by the order as considered necessary by the Purchaser at a later date, the actual price to be paid shall be mutually agreed to after

negotiation.\*\*\*\*\* 23.

PACKING: (a)The contractor wherever applicable shall pack and crate all stores for Sea/Air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper

packing.\*\*\*\*\* (b)The contractor shall ensure that each box unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the contractor liable for additional expenses

involved.\*\*\*\*\* (c)The contractor shall notify the Purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of

arrival.\*\*\*\*\* (d)The contractor shall give complete shipment information concerning the weight, size content of each packages etc., \*\*\*\*\* (e)Trans

shipment of equipment shall not be permitted except with written permission of the Purchaser.\*\*\*\*\* (f)Apart

from the dispatch documents negotiated through Bank, the following documents shall also be airmailed to the Purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments. 1)Commercial Bill of Lading/Airway Bill (Two Non-negotiable copies)2)Invoice (3 Copies)3)Packing List (3 copies)4)Test Certificate (3 copies)5)Certificate of Origin Contractor shall also ensure that one copy of the packing list is enclosed in each case.

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24.ARBITRATION: If at any time any question, disputes or differences whatsoever shall arise between the Purchaser and the Contractor upon or in connection with this contract, either party forthwith give to the other notices in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrator, or one to be nominated by Purchaser, other by Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The Arbitration shall be conducted in accordance with the rules and procedure for arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

\*\*\*\*\* 25. LANGUAGE

AND MEASURES: All documents pertaining to the contract including specifications, schedule notices,

correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in this contract.\*\*\*\*\*26.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, copyright 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 or damage, which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract. \*\*\*\*\* 27. COUNTER

TERMS AND DCONDITIONS OF SUPPLIER: 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.\*\*\*\*\*28 BANK CHARGES: While the Purchaser shall bear the bank charges payable to his Bankers (State Bank of India, Tirupati, Chittoor Dist., (A.P) India) the contractor shall bear the Bank charges payable to his Bankers including the charges towards LC amendment / cancellation if any.

\*\*\*\*\* 29. TRAINING: The contractor shall, if required by the Purchaser, Provide facilities for the practical training of Purchasers engineering or technical personnel from India and for their active association on the manufacturing processes through our manufacturing period of the contract stores, the number of such personnel to be mutually agreed upon. \*\*\*\*\* 30.

APPLICABLE LAW: The Contract shall be interpreted, construed and governed by the laws of India.

## Bid Templates

### Item Specifications

Sl. No	Specifications	Compliance (Yes /No/Noted)	Offered Specifications	Remarks
1				
2				
3				
4				

### Vendor Specified Terms

Description	Vendor Terms
Taxes: if applicable : Clause No.01 of instructions to Tenderers (LT) of Tender may please be referred	
Delivery Terms: a) Price shall be quoted for F.O.R. Destination i.e. FOR, NARL. If not, vendor shall quote applicable packing forwarding freight etc., in the price bid. b) In case of import supplies, Price shall be quoted either FOB or FCA. If not vendor shall quote applicable packing, forwarding freight etc., in the price bid.	

Delivery Period: Clause No.03 of instructions to Tenderers (LT) of Tender may please be referred	
Validity: The price bid should be valid for minimum period of 120 days respectively from the date of opening	
Payment Terms: Clause No.9.01, 9.02 & 9.03 &9.04 of instructions to Tenderers (LT) of Tender may please be referred	
Guarantee /Warranty : Clause No.12 & 12.01 of instructions to Tenderers (LT) of Tender may please be referred	
Liquidated damages: Clause No.04 of instructions to Tenderers (LT) of Tender may please be referred	
Performance Bank Guarantee (PBG) : Clause No. 13 of instructions to Tenderers (LT) of Tender may please be referred	
Custom Duty : Clause No. 18 of instructions to Tenderers (LT) of Tender may please be referred	
Any other terms	

**Supporting Documents from Vendor**

**Attachment - I:**

**Attachment - II:**

**Attachment-III:**

**Price Bid Form**

Item Description	Slab Range	Qty	UOM	Currency	Unit Price	Total Price
RF Filters RF Filters	-	34	No.	-	-	-

Break-up of other taxes and other costs should be specified in respective narration columns.

Sum of these Break-up values should be specified in respective value columns.