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THIRUVANANTHAPURAM 695016,

KERALA, INDIA

IISER/PUR/PT/05/16

10/08/2016

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(IFT)

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IISER/PUR/PT/05/16

10th August 2016

INVITATION FOR TENDER (IFT)

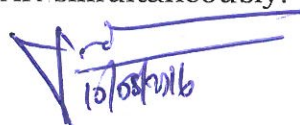
Sealed and super scribed **Two-Part** bids are invited for supply, installation and commission of the following equipment's.

I. EXTRA CELLULAR METABOLIC FLUX ANALYZER

- | | | |
|--|---|---------------------------------------|
| 1. IFT No. | : | IISER/PUR/8160/16 |
| 2. DUE DATE | : | 5 th September 2016 [4 PM] |
| 3. DATE OF OPENING OF
TECHNICAL BID | : | 6 th September 2016 [3 PM] |
| 4. DATE OF OPENING OF PRICE
BID | : | Will be notified later. |
| 5. COST OF TENDER# | : | Rs. 500 + 5% VAT |
| 6. EMD [BID SECURITY] ** | : | Rs. 90,000/- |
| 7 QTY REQUIRED | : | 1 No. |

Technical specification for extracellular metabolic flux analyzer

- Should be able to measure oxygen consumption rate (OCR) and extracellular acidification rate (ECAR) of live cells simultaneously.
- Should be able to use tissue culture plates with minimum of 8 micro-wells. The vendor should provide quote for all available options.
- The measurements should be completely non-invasive and should work without the addition of reporters, dyes, or labels
- Should be able to take readings at short intervals of time (15 sec or less), over a longer period of time (at least 30 min).
- Should be able to do the analysis on cell numbers as low as 50,000.
- Should be able to take measurements in suspended cells with minimum adherence.
- Should have an option of at least four ports for adding substrates/compounds automatically into the cell suspension without taking the plate out.
- Should come with color LCD touch screen controller for operation. The vendor should provide all necessary hardware and software required along with a computer and monitor.
- Should be able to maintain the chamber temperature at 37°C. Chamber for CO2 control should preferably be provided.
- Data display should show OCR and ECAR simultaneously.



- License for the analysis software should be provided and up gradation should be without additional charges.
- The software should allow analysis on Microsoft excel or other statistical programs.
- The system should be able to calibrate the sensors automatically.
- Should be able to detect oxygen levels as low as 100 milli moles and pH changes ≤ 0.5 mpH
- The readings obtained from the instrument should be highly reproducible and variation of not more than 5%.
- At least three sets of the reagent kits to be used for analysis should be provided along with the equipment.
- The equipment should come with at least three years warranty.
- The vendor should provide a quote separately for three years AMC post-warranty period.



II. PULSED LASER DEPOSITION SYSTEM(CHAMBER+ LASERS)

- | | | |
|--|----------|--|
| 1. IFT No. | : | IISER/PUR/7818/16 |
| 2. DUE DATE | : | 5th September 2016 [4 PM] |
| 3. DATE OF OPENING OF TECHNICAL BID | : | 6th September 2016 [3 PM] |
| 4. DATE OF OPENING OF PRICE BID | : | Will be notified later. |
| 5. COST OF TENDER# | : | Rs. 500 + 5% VAT |
| 6. EMD [BID SECURITY] ** | : | Rs. 2,25,000/- |
| 7. QTY REQUIRED | : | Chamber-2 nos
Laser and Accessories 1 No. |

Specifications for Pulsed Laser Deposition System [Chamber and Laser]

PLD Chambers (2 numbers) and System Integration

1. Each chamber should have
 - UHV compatible (10-7 Torr) spherical Stainless steel chamber (each 12" dia)
 - Flanges with UHV standard with different sizes, compatible for connecting currents and future equipments and accessories
 - Gate valves (6"OD with CF100),
 - A separate vent valve required for each chamber.
 - Manipulators for substrates as well as Target corrosal,
 - Doors/ windows to couple the Excimer laser
 - Viewing ports (3 or more) including one for pyrometry
 - Vacuum gauges : range atmosphere to 10-8 Torr
 - Vacuum valves
 - Target holder (6 targets, the target holders must have an adjustable size with screw tightening mechanism with a PC based automated controller with provision of both rastering and rotation of the target) with Internal shielding to avoid cross contamination of the targets.
 - Rotating substrate holder (A substrate size of maximum 2 inch dia). Substrate holding clips which can withstand up to 900 oC) with heater (additional spare heater element should be quoted) (Max substrate temp 850 oC in O2 gas)
 - PID Programmable Temp controller (preferably Eurotherm or equivalent), Temp uniformity of ± 5 oC across 2" dia or better
 - Target to substrate distance: Adjustable.
 - A substrate heater shutter required to cover the pre-ablation of the targets.

- Reactive / Inert Gas inlet with a Digital MFC (with preloaded standard gases) control of max 100 sccm (MKS / Alicat / Bronkhorst or equivalent make) with necessary fittings.
- RHEED compatible port for future integration
- Cables and accessories for complete functioning
- Necessary UV lenses, Lens holder attachments (XYZ Movable, 2" dia lens) and mirror systems.
- Operating pressure : 10⁻⁷ Torr to 500 mTorr

2. Optional load lock (with compatible chamber design) that can be added to transfer the substrates without breaking vacuum in the main chamber and having rough vacuum through backing pump of main chamber. LED illumination for observation of sample transfer.

3. Computer control: PC(Intel-I5, windows 7, 4GB ram with 3 years warranty), for MFC flow, Target rotation, target rastering, laser functioning, substrate temp control.

4. Main frame: two adjustable rigid Steel frame for mounting the chambers.

5. Pumping systems (2 numbers): Turbo molecular pump (preferably Pfeiffer make or equivalent), pumping speed 150 lit/s or better. Input flange compatible with chamber gate valve. Two dry backing pumps for TMPs.

6. Extra: All necessary spare parts for maintaining the system, All accessories for the vacuum system, spares, Joints, blanks, clamps, center rings, 'O'rings etc, A 19 inch rack for 1 PC and common instruments.

7. System Documents

a. The detailed schematic of the system and all supporting technical documents of every individual component should be furnished along with the technical bid.

b. Manuals (soft and hard copy) of the complete system/components & related Software operation should be provided at the time of system delivery.

8. List of customers

Supplier should have at least THREE years of experience in manufacturing PLD systems. The list of customers with contact details should be provided.

9. Warranty

Supplier should provide ONE year of warranty from the date of installation and acceptance.

10. Installation

The supplier should undertake to install and commission the entire system (laser will be provide) at our laboratory in the event of an order and demonstrate satisfactory performance. The installation and commissioning should

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be provided by the supplier or its Indian agent. The Indian agent should have well proven service capability on similar systems.

11. Miscellaneous

- a. Supplier should clearly mention pre-installation requirements like room preparation n, compressed air & nitrogen, etc.
- b. The electrical power requirement for the system should be compatible to Indian electrical power standards: 220 VAC, single phase, 50 Hz and/or 380 - 440 VAC, three phase.

Annexure II Excimer Laser

1. KrF excimer laser Specifications:

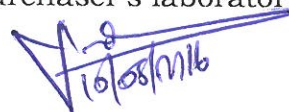
- Wavelength: 248 nm
- Pulse Energy: 440 mJ (maximum)
- Pulse Rep. Rate: 1 - 20 Hz
- Average Power: $\geq 8W$
- Pulse Duration: 20 ns
- Pulse-to-Pulse Stability : 1 %
- Beam Dimensions (V x H): $24 \times 10 \text{ mm}^2$
- Beam Divergence (V x H): $3 \times 1 \text{ mrad}^2$ or smaller
- Integrated Energy monitor for stabilized operation
- Integrated Oil free Vacuum pump and Halogen filter
- Electrical requirements: 230 V, 50 Hz
- Laser tube: Metal ceramic technology
- Operational at Single phase 230 V, 50 Hz mains power
- Cooling: System should be air-cooled only.

The system should have:

- An external electrical trigger facility with TTL pulse and synchronous output in internal trigger operations.
- An internal gas purification system having electrostatic gas filter for extended operation of laser gas.
- The laser system having control through a key pad and a remote control.
- Magnetic Assist Protection for Optimized discharge and long lifetime of Thyratron.

Other requirements

- a) The Laser tube and other components should be designed to minimize the effects of halogen corrosion and contamination to ensure long gas life times
- b) The system should incorporate necessary safety interlocks to permit safe operation of the equipment.
- c) All utilities for installation of the system (Electrical power, cooling water, compressed air, etc.) should be clearly stated in the quotation.
- d) The Manufacturer/Indian representative should undertake to install and commission the system at purchaser's laboratory in the


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event of an order and demonstrate satisfactory performance. The installation and commissioning should be provided by the Manufacturer or their Indian representative. The Indian representative should have well proven service capability on similar systems.

e) All the technical literature/catalogues of various sub-systems in English, must accompany the quotation. In the event of an order, the manufacturer should undertake to supply all documents including complete system description, operation and service manuals, and full description of hardware and software used.

f) The equipment should be guaranteed for trouble free performance at the purchaser's laboratory, for a period of two years or more from the date of commissioning of the equipment.

g) A list of at least five references in India, having similar systems installed by the vendor in the past 3 years, must be provided and this will be one of the main criteria for decision making.

h) The manufacturer or their Indian representative should have two or more factory trained engineers for after sales support and maintenance of the system. The training certificates of the trained engineer should accompany the bid.

2. Gases and regulators as required for the laser

a) KrF Premix gas in 11/49 lit cylinder. (Please quote both options)

b) SS gas regulator for premix cylinder: 1 No.

c) He gas: 50 lit Cylinder along with a regulator

3. Optional Accessories to be quoted:

a) External Energy meter:

- Display Unit having a large backlight LCD display, USB interface, Digital reading display, Statistical Analysis (Mean, Max, Min, std deviation etc), Rechargeable battery and AC power adaptor.

- Energy Sensor having 1mJ -1J range, >35W Avg power, 50 mm diameter, Damage threshold should be > 500 mJ/cm².

b) Other Consumable such as Halogen Filter, O-rings and Spare Parts like Varistors, Trigger Board, Rear mirror, Output coupler, etc to be quoted.

c) Two nos of Laser safety Goggles should be quoted.

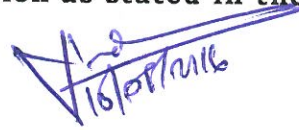
OPTIONAL

2 YEARS amc Should be quoted from the date of Expiry of Warranty(for 2nd and 3rd year)

The Tendered Specifications above mentioned in Annexure I and Annexure-II(Chambers and Lasers) are independent of each other. Bidders may quote either for Annexure I or Annexure II separately. The tender also can be submitted for both the items (Annexure I and

Annexure-II) with a clear break up of both Technical & Commercial Parts.

The technical & financial portions of each part (Annexure) should be kept in sealed covers separately and these covers in turn to be kept in a bigger envelope with required superscription as stated in the IFT.

 16/07/2016

**III. SUPPLY, INSTALLATION AND COMMISSIONING OF 100TFLOPS
HIGH PERFORMANCE COMPUTING CLUSTER**

1. IFT No. : IISER/PUR/5790/15
2. DUE DATE : 5th September 2016 [4 PM]
3. DATE OF OPENING OF : 6th September 2016 [3 PM]
TECHNICAL BID
4. DATE OF OPENING OF PRICE : Will be notified later.
BID
5. COST OF TENDER# : Rs. 500 + 5% VAT
6. EMD [BID SECURITY] ** : Rs. 20,00,000/-

**TECHNICAL SPECIFICATIONS WILL BE UPDATED
SOON**



16/08/16

IV. GC-MASS FID

1. IFT No. : IISER/PUR/8226/16
2. DUE DATE : 5th September 2016 [4 PM]
3. DATE OF OPENING OF TECHNICAL BID : 6th September 2016 [3 PM]
4. DATE OF OPENING OF PRICE BID : Will be notified later.
5. COST OF TENDER# : Rs. 500 + 5% VAT
6. EMD [BID SECURITY] ** : Rs. 55,000/-
- 7 QTY REQUIRED : 1

Specifications**General**

GC, Mass and FID should be manufactured, supplied and installed by a single vendor to provide a seamless integration between the GC, Mass and FID.

The vendor should have minimum of ten installations in India. At least 10 years spares support need to be provided.

The warranty period for the instrument (along with the supplied accessories) must start from the date of installation).

Along with the technical details provide a tabular column indicating whether the model of the equipment to be supplied by you meets the below mentioned specifications including the general by indicating "Yes" or "No". If "Yes" support the claim by providing original brochures or catalogs or published data.

Optional items should be quoted as individual optional items

Shipping, handling and any other shipping related charges should be quoted separately

Column Oven

Dimension: ≤ 28 x 31 x 18 cm

Temperature range: +4 °C to 450 °C or better

Temperature Ramps: 20 or higher

Ramp rate: 120 °C/min or better

Column oven cooling speed: 4 minutes or less (from 450 °C to 50 °C)

Temperature setpoint resolution: 0.1 °C or lower

Injectors: 1 No

Injector type: Split/Splitless and PTV

Split ratio: 1:7000 or better

Pressure range: ≥ 100 psi

Total flow setting range: ≥ 1000 mL/min (with N₂ or H₂ or He)

Detectors

Flame Ionization Detector(FID)- 1 No

Minimum detectable level: ≤ 1.5 pg C/s

Dynamic range: 10⁷ or better

Maximum operating temperature: 450 °C or higher

MS Specifications

Mass Analyzer: Quadrupole

Ion source: EI

Ion source temperature: 150 to 300 °C or better

Mass range: up-to 1024 amu or better

Mass stability: 0.1 u/48 hours or better

Scan speed: 20,000 u/sec or better

S/N: 1500:1 or better for 1 pg of OFN

Instrument detection limit (IDL): ≤ 10 fg

Pump: Turbomolecular pump

Measurement Mode: Scan, SIM

Software: software for acquisition and data analysis should be offered. Should be compatible with windows 7 or newer windows or any open source operating system.

Network Compatibility: Should have connectivity through LAN

Optional (should be quoted as an individual item)

Additional one injection port

Additional one GC column

Additional one syringe

Auto injector

Auto Sampler (all possible variants)

Compatible computer and monitor

Gas cylinder, regulator, gas lines and drying agents

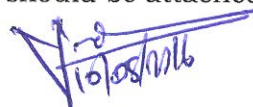


V. LIQUID NITROGEN STORAGE SYSTEM

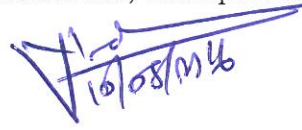
1. IFT No. : IISER/PUR/6981/15
2. DUE DATE : 5th September 2016 [4 PM]
3. DATE OF OPENING OF TECHNICAL BID : 6th September 2016 [3 PM]
4. DATE OF OPENING OF PRICE BID : Will be notified later.
5. COST OF TENDER# : Rs. 500 + 5% VAT
6. EMD [BID SECURITY] ** : Rs. 55,000/-
7. QTY REQUIRED : 3 nos

Specifications**Technical specification for Liquid Nitrogen Storage system**

- I. Should be able to provide efficient liquid nitrogen storage suitable for storing biological samples at temperatures lower than -180°C
- II. The instrument should come with a controller that can be used for both liquid and vapor phase storage.
- III. Should have easy access to stored products.
- IV. The evaporation rate should not exceed 5 liters/day
- V. The liquid nitrogen capacity should be between 150-180 litres
- VI. The empty weight of the instrument should not exceed 120kg
- VII. The overall height should not exceed 120 cm
- VIII. Should have a capacity of holding around 8000 -10000 of 2ml plastic vials
- IX. The instrument should come with castor wheels or the supplier should provide roller base
- X. Should come with stainless steel vacuum vessel
- XI. Should not have any neck and the shape of the instrument should be uniform throughout the length of the tank
- XII. The liquid nitrogen tank should be separate and the supplier should provide liquid nitrogen tank along with connecting ducts and regulators to check the level of liquid nitrogen
- XIII. Should be able to divide into modules an use in different systems
- XIV. should have around 10 -15 shelves
- XV. The system should come with durable powder coated cabinet
- XVI. The system should be suitable for a power supply of 220-240V, 50Hz
- XVII. The controller should be user friendly and alarms should be there to monitor low levels of liquid nitrogen.
- XVIII. The controllers should have provision for temperature control and temperature monitoring, with digital display
- XIX. Detailed brochure should be attached
- XX. With each unit, the supplier should provide two pairs of cryo-gloves cryo-protective face shield
- XXI. The supplier should provide at least 3 years warranty for the equipment
- XXII. Three year AMC post warranty period should be quoted separately – optional
- XXIII. List of users (institutes/ University) should be attached



XXIV. Will be initially installed in our transit campus. The company should take the responsibility for dismantling the instrument, transport and re-installing in our new campus at Vithura

 16/08/14

VI. SMALL & WIDE ANGLE X-RAY SCATTERING (SWAXS) WITH 2D DETECTOR

- | | |
|-------------------------------------|---|
| 1. IFT No. | : IISER/PUR/8337/16 |
| 2. DUE DATE | : 5 th September 2016 [4 PM] |
| 3. DATE OF OPENING OF TECHNICAL BID | : 6 th September 2016 [3 PM] |
| 4. DATE OF OPENING OF PRICE BID | : Will be notified later. |
| 5. COST OF TENDER# | : Rs. 500 + 5% VAT |
| 6. EMD [BID SECURITY] ** | : Rs. 7,60,000/- |
| 7 QTY REQUIRED | : 1 |

Technical Specifications

Small and Wide Angle X-ray Scattering equipment required in School of Chemistry on the following materials. 1) Liquid crystals 2) Mesoporous materials 3) Nano materials & Composites 4) Proteins and bio-molecules 5) Self-assembled structures etc. in the form of powders, solution, thin films, gels etc	
SWAXS Specifications	
<u>X-ray source</u>	X-ray source with appropriate beam geometries to allow High Intensity Flux with high Resolution measurements. The system must include an X-ray source with: <ol style="list-style-type: none"> a) Power of at least 50W b) Copper K-α X-Ray wavelength c) X-ray flux at sample: a minimum of 1.0×10^8 photons/sec, with a provision to monitor the flux continuously d) Controller and generator of the X-ray source has to be integrated in the system platform e) The chiller compatible for the X-ray source may be internal (integrated in the platform) or external f) Remote diagnosis feature to operate from a PC g) Proper protection features built-in to ensure maximum safety to the user h) In addition to the required point beam, a line source for an independent operation by a second detector is preferable
<u>Optics</u>	Multilayer mirror providing a highly intense and monochromatic X-ray beam using focusing multilayer optics: <ol style="list-style-type: none"> a) With a nominal spot size of 300×300 microns² and a possibility to vary it
<u>Alignment</u>	Semi-automated/automated alignment of the beam with customized alignment profile storage and recall function. Sample stage: External vertical and tilt alignment with Peltier heating/cooling units to cover temperature range from -30°C to 300°C. The automated sample stage should have XYZ movement & the distance between the detector and sample holder variable. Stage should have a provision to rotate capillary samples preventing sedimentation or contribution from micro-crystals. All sample stages have to be easily installed and recognized automatically by the software. The sample stages must enable positioning of the sample in XY direction to a precision of 1 μ m. Sample Cells: <ol style="list-style-type: none"> a) Quartz capillaries b) Sample holder for solids & films with a suitable humidity control (5% to 90% RH)

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16/08/16

	c) Flow cell sample holder for large (1mL) and small (10 uL) volumes, and any specific sample stage required. External samples feeding should be possible without breaking the vacuum
<u>Grazing Incidence SWAXS stage</u>	High-precision sample stage for GI-SAXS measurements of large samples XYZ Translation with 0.1 um precision Alpha-tilt and phi-rotation with 0.01° precision
<u>Detector</u>	CMOS 2D Detector with a) total number of 1M pixels b) q-range coverage of 0.03 nm ⁻¹ to 40 nm ⁻¹
<u>Automated data acquisition and control through PC</u>	<p>The system should be able to perform time resolved experiments in as short as a few seconds. Facilities like hardware control, sample stage control and certain user-needed hard ware diagnosis, radiation safety control should be accessible. Multiple scans as a function of temperature and batch processing should be possible. Execution of user written scripts would be advantageous. Provision should be made to transfer a portion of the acquired image.</p> <p>Data analysis: Supplied software with all required licenses for lifetime usage with multiple installation (minimum of 5) should be provided. Software should be capable of versatile image processing and detailed data analyses. Fast and simple data reduction to handle data from line and point collimation experiments. It should convert 2D images into 1D profile with -Automatic data process templates -Automatic templates designed to perform data process steps -automatically such as data background subtraction, normalization and -de-smearing correction. Software should allow interpretation with following minimum functions -The software should use mathematical methods (Fourier inversion, de-convolution) to retrieve the structure information from the experimental data. Most importantly, method used should be model free and should allow determination of particle shape and structure as well as size distribution. -The software should allow to interpret scattering data of interacting (i.e., concentrated or charged) particle systems from a single experiment eliminating the need to run a series of measurements with different concentrations. The Software should separate Structure factors and Form Factors from a Single Run of Concentrated System -Simulation and model calculations - In order to relate structure models to the obtained results, the software should calculate theoretical models. It should allow to design individual structure models or to import crystallographic structure files (e.g. Protein Data Bank files or other file formats). Package to perform data analyses such as Line profile analysis having the feature of convolution with standard profile background subtraction, smoothing, various data correction procedures, area under peak calculations, FWHM, range clippings, Ka2 removal, automatic peak search, profile fitting to standard forms like Lorentzian, Gaussian, Voigt, etc., peak labeling, unit cell refinement, indexing, Reitveld based quantitative analysis and space group determination with even about 5 peaks. Analyzed data to be in industry standard formats as well as in ASCII /CSV forms, and exportable to popular platforms like MS Excel. The offered data acquisition software should run on Windows platform. Periodic updates of the software should be provided free of cost for a period of at least five years. The quantification of the different specifications must be substantiated by enclosing the data for a</p>

	NIST standard such as silver behenate, LaB6 etc., obtained under conditions possible with the equipment to be supplied and demonstrated at the time of installation. A sample of the standard used should be provided free of cost.
<u>Computer and printer</u>	A branded computer with Intel® i7 or better processor, 8 GB RAM, 1TB HDD with DVD writer, 22' wide screen monitor should come from the manufacturer of the XRD system with factory loaded software for the data collection and data process. It should be equipped with the latest licensed operating system. Required graphic adaptor card should be supplied. Branded high quality laser color printer should be provided.
<u>UPS</u>	Suitable UPS for 60 minutes back-up with full load should be provided
<u>Warranty and other terms:</u>	<p>Warranty: The entire system including all hardware suppliers for a period of 36 months from the date of installation along with regular maintenance checkup at free of charge.</p> <p>A 5 year Annual Maintenance Contract (AMC) after the expiry of warranty (i.e., after 3 years) should be offered free of charge. Any variation in warranty terms may lead to rejection of your tender as it would have cost implications. Manuals / Circuit-Diagrams and Instruction Sheets: All the manuals including circuit diagrams and instruction sheets (X-ray diffractometer system) must be supplied in English for the purpose of in house service engineer's reference.</p> <p>Pre-Installation requirement: Necessary pre-installation advice, room plan, electrical requirements and other site essential details should be sent immediately after the placement of the order.</p> <p>Installation in India: List of Indian users of the quoted model of the equipment along with their complete contact details and date of supply of the instrument should be provided. The above system should work at 50Hz, 220 V single phase / 440V three phase.</p> <p>Supplier must specify the upgradeability conditions for the hardware and software parts of the system</p>
<u>Beam path</u>	Optimized beam path with 1-3 mbar vacuum achievable in short time using an Oil-free vacuum pump. The pump should have auto off/on function and should maintain constant vacuum with no noise and vibration.
<u>Optional items</u>	<ul style="list-style-type: none"> a) Suitable quartz capillaries of different diameters b) Humidity generator c) Quartz cuvettes d) Paste cell with suitable sample holder e) The vendor should provide trained technician should be stationed at IISER for data collection, analysis and training of the researchers f) Licenses for a latest ICDD data base
<u>Important note</u>	Along with all the technical details, bidders should provide a tabular column indicating whether the model of the equipment, parts and spares to be supplied by you meet the above mentioned specifications by indicating 'Yes' or 'No'. If 'yes' support the claim by providing original brochures (Important) for all the parts.

Handwritten signature and date:
 12/08/2016

TERMS&CONDITIONS

- 1) **Bid with IFT No. & Item Name shall be quoted over cover**
- 2) All the correspondence in this regard should be done in favour of Deputy Registrar (Purchase & Stores), Indian Institute of Science Education & Research Thiruvananthapuram, CET Campus, Engineering College P.O, Trivandrum – 695016.
- 3) Instructions to Bidders [Annexure I] and General Terms and Conditions of the Contract [Annexure II] shall be followed.
- 4) [#] Tender cost in the form of DD favouring IISERTVM shall be sent along with 'Technical bid'. **[REAR SIDE OF DD SHOULD BEAR TENDER NO. AND COMPANY NAME]**
- 5) ****Bid Security** [refundable without any interest] shall be as per clause 1.15 of Annexure I and shall also be sent along with Technical bid. In case the Bid security is provided by Bank Guarantee, specimen for the same is at Annexure IV.
- 6) **Clause 1.10[Bid Form] of Annexure I is not applicable for this Tender.**
- 7) **Tenders without Tender Cost, and Bid Security shall not be considered and summarily to be disqualified from participating tender.**
- 8) **Integrity Pact should be signed for Tender No.IISER/PUR/5790/15**
- 9) **Tender Opening:**
All tenders will be opened at Pratheeksha Building. Authorized representatives of the bidders may attend the Tender Opening only **with authorization letters and Valid Company ID Card.**

TWO – PART TENDER

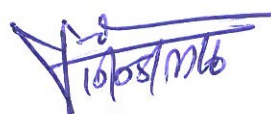
PART I – TECHNICAL BID:

Consisting of all Technical details along with commercial terms and conditions. DD towards Tender Cost and Bid Security [EMD] signed shall be sent along with Technical bids, Clientele list and details of TWO major installations in India.

PART II – PRICE BID:

Showing item-wise prices for the items mentioned in the Technical Bid.

The technical bid and the Price bid should be in separate sealed and super scribed covers. Both these covers are to be put in a sealed bigger cover super scribing Tender No and due date. Technical bids will be opened first and after evaluation, price bids of only the shortlisted bidders will be opened.


**DEPUTY REGISTRAR
[PURCHASE & STORES]
IISERTVM**

INSTRUCTIONS TO BIDDERS

1.1. ELIGIBLE BIDDERS.

- 1.1.1 This Invitation for Bids is open to all suppliers.
- 1.1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

1.2. COST OF BIDDING

- 1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3. FRAUD AND CORRUPTION:

- 1.3.1 The purchaser requires that the bidders/suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts.
- 1.3.2 The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
The Bidding Documents

1.4. COST OF BIDDING DOCUMENTS

- 1.4.1 Interested eligible bidders may download the document from our Website. However the bid document cost to be paid during the submission of the bid.

1.5. CONTENT OF BIDDING DOCUMENTS

- 1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.
- 1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. **Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.**

1.6. CLARIFICATION OF BIDDING DOCUMENTS

- 1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing via fax/email. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders.

1.7. AMENDMENT OF BIDDING DOCUMENTS

- 1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by e-mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.
- 1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, while in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.

- 1.7.4 In case of any amendment to the bid, it will be done at least 7 days before due date and will be published in website. Bidders are required to keep this in view before submission. Normally extension of due date will not be entertained. However in special cases if due date is extended, it will be notified under the same tender notice before 3 days of due date.


PREPARATION OF BIDS

1.8. LANGUAGE OF BID

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.
However of GOI makes it mandatory under Rajbhasha Abhniyam in that case views of Rajbhasha unit of IISER-TVM may be sought.
- 1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9. DOCUMENTS COMPRISING THE BID

- 1.9.1 The bid prepared by the Bidder shall include:
- Bidder Information
 - Bid security as specified in the Invitation to Bids.
 - Service support details
 - Deviation Statement if any.


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- e) Performance Statement.
- f) Manufacturer's Authorization.
- g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- h) Bid form.
- i) Documents establishing goods eligibility and conformity to bidding documents.
- j) Applicable Price Schedule Form.
- k) DGS&D Registration certificate in case the items under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

1.10. BID FORM AND PRICE SCHEDULE

1.10.1 The bidder shall complete the Bid with the appropriate price schedule.

1.11. BID PRICES

1.11.1 The Bidder shall indicate on the appropriate price schedule, the unit prices and total bid prices of the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

(A) FOR GOODS MANUFACTURED WITHIN INDIA

- (i) The price of the goods quoted Ex-works including taxes already paid.
- (ii) VAT and other taxes like excise duty etc [shall be shown extra] which will be payable on the goods if the contract is awarded.

a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule.

b. The installation, commissioning and training charges including any incidental services, if any.

(B) FOR GOODS MANUFACTURED ABROAD

Bidders are required to show break-up of Ex-works [which should include packing and handling charges], FOB/FCA and CIF/CIP price in the quotation. IISERTVM has a mechanism for consolidation and customs clearance. The consolidators will be nominated for this purpose at the time of awarding the contract if desires so.

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.

(iii) The agency commission charges should be shown, if any.

- (iv) The installation, commissioning and training charges including any incidental services, if any

1.11.3 **The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.**

1.11.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

1.11.5 The price quoted shall remain fixed during the contract period and shall not vary on any account

1.11.6 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.11.7 **The purchases made by the purchaser for scientific purpose are exempt from excise duty under 10/97 notification and Custom Duty under notification 51/96.**

1.12. BID CURRENCIES

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

1.13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;

- (a) The bidder meets the qualification criteria listed in bidding documents, if any.
- (b) Bidder that doesn't manufacture the goods it offers to supply shall submit to Manufacturers' Authorization Form (MAF) to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
- (c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3 Conditional tenders shall not be accepted

1.14. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS

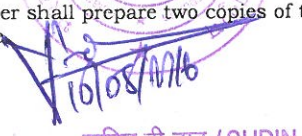
1.14.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of the following:

- (a) A detailed description of the essential technical and performance characteristics of the goods.
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced bid; and

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- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 1.15. BID SECURITY**
- 1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- 1.15.2 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:
 (a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalized/Scheduled Indian bank; or
 (b) Fixed Deposit receipt pledged in favour of the IISER-TVM.
 (c) A Banker's cheque or demand draft in favour of IISERTVM issued by any Nationalised/Scheduled Indian bank.
- 1.15.3 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 15.11 are invoked.
- 1.15.4 The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.5 While Bid security (EMD) is a requirement, the Director IISER-TVM may grant exemption of Bid security to some specific parties having sound credentials and are of national/international repute.
- 1.15.6 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.
- 1.15.8 **The firms registered with DGS&D, NSIC if any, are exempted from payment of bid security (BS) provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.**
- 1.15.9 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.10 The bid security may be forfeited:
 (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 (b) **In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.**
- 1.16. PERIOD OF VALIDITY OF BIDS**
- 1.16.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**
- 1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
- 1.17. FORMAT AND SIGNING OF BID**
- 1.17.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.
- 1.17.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 1.17.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.


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1.18. SUBMISSION, SEALING AND MARKING OF BIDS

1.18.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.

1.18.4 (a) The inner and outer envelopes shall be addressed to the Purchaser indicated.

1.18.5 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.

1.19. DEADLINE FOR SUBMISSION OF BIDS

1.19.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.21.1 **WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**
A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub- Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice.

(a) submitted in accordance with ITB Clauses 17 and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.

Opening and Evaluation of Bids

1.22.1 The Purchaser will open all bids one at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. 1.22.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked

corresponding Bid being
to the Bidding No / Bid
notice contains any dis-
ing. Entries marked

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- "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 1.22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Price-bids in the case of two-bid system.
- 1.22.2.1 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.22.2.2 ***Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.***
- 1.23. CONFIDENTIALITY**
- 1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 1.24. CLARIFICATION OF BIDS**
- 1.24.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.
- 1.25. CONVERSION TO SINGLE CURRENCY**
- 1.25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Priced bids in the case of two-part bidding. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.
- 1.26. CONTACTING THE PURCHASER**
- 1.26.1 Subject to ITB Clause 1.24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.26.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- 1.27. POST QUALIFICATION**
- 1.27.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.
- 1.27.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 1.28. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**
- The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- 1.29. WARRANTY**
- 1.29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 1.29.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 1.29.3 Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 1.29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 1.29.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 1.29.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 1.29.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

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- 1.29.8 **Performance Guarantee:**
The successful bidder is required to submit a performance Guarantee of 10% of Purchase Order value valid during warranty period.

1.30 PENALTY CLAUSE

- 1.30.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in contract of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in contract. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC. Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable

1.31 INSURANCE

- 1.31.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in contract.
- 1.31.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- 1.31.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- 1.31.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

1.32 TRANSPORTATION

- 1.32.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.
- 1.32.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 1.32.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

1.33 PACKING

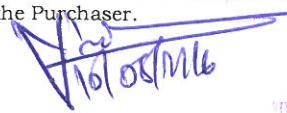
Should be as per standards prescribed for international trade and movement of the goods.

1.34 STANDARDS

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

1.35 PERFORMANCE SECURITY

- 1.35.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security of 7% of Contract/ Purchase Order value in the amount specified in the Contract, valid till 60 days beyond the completion of contractual obligations.
- 1.35.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.35.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 1.35.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 1.35.5 The Performance security shall be in one of the following forms:
- A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or,
 - A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
 - A Fixed Deposit Receipt pledged in favour of the Purchaser.


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प्रशासन/General Administration
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अनुसंधान शिक्षण और अनुसंधान संस्थान
एच. टी. कैम्पस, इंजीनियरिंग कॉलेज पी.ओ.
कैंपस, एन.ए. कॉलेज पी.ओ.

1.36 DELIVERY SCHEDULE

Delivery schedule should be specified clearly.

1.37 PAYMENT TERMS

For Indigenous supplies payment will be made within 30 days from the date of supply, installation and commissioning. For Imported goods, the preferred payment mode of the Institute is Sight Draft /Net 30 days. If Letter of Credit is insisted by the vendors, the LC will be established for 100% of Purchase Order value out of which 90% will be paid against shipping evidence and 10% after installation and commissioning and on submission of Performance Bank Guarantee for 10% of Purchase Order value which should be valid during warranty period. However the advance payment to the vendors is not encouraged.



**Deputy Registrar
[Purchase & Stores]**

सुदिन बी बाबु / SUDIN B BABU

सहायक कुलसचिव / Assistant Registrar

सामान्य प्रशासन / General Admin.

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुवनन्तपुरम्
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तिरुवनन्तपुरम् /Thiruvananthapuram-695 016


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2.1 DEFINITIONS

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) "GCC" means the General Conditions of Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- h) "Related Services" means the services incidental to the supply of the goods, such as transportation,


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insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

- i) "SCC" means the Special Conditions of Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- l) Indian Institute of Science Education and Research, Thiruvananthapuram (IISER-TVM) means a society registered under the Travancore Cochin Literary Scientific and Charitable Societies' Registration Act, 1995 (12 of 1955) on 20.02.2008 at Kerala at no. T.342/08.
- m) "The final destination," where applicable, means the place named in the SCC.

2.2 CONTRACT DOCUMENTS

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 FRAUD AND CORRUPTION

2.3.1 The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

- a) The terms set forth below are defined as follows:
 - i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
 - iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) the purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

2.4 JOINT VENTURE, CONSORTIUM OR ASSOCIATION

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.5 SCOPE OF SUPPLY

2.5.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

2.6 SUPPLIERS' RESPONSIBILITIES

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 CONTRACT PRICE

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 COPYRIGHT

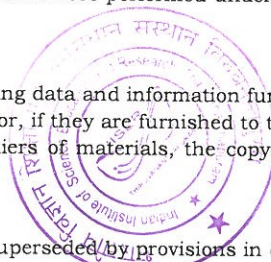
2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

2.9 APPLICATION

2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10 STANDARDS

2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the


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authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.11 USE OF CONTRACT DOCUMENTS AND INFORMATION

2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information, furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 PATENT INDEMNITY

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in India; and
- (b) the sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.13 PERFORMANCE SECURITY

2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the PS should be kept valid till such time the PS is submitted.

2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

2.13.5 The Performance security shall be in one of the following forms:


- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or,
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
- (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.13.8 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.14. INSPECTIONS AND TESTS


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- 2.14.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.
- 2.14.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes
- 2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 2.14.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection
- 2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 2.14.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 2.14.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 2.14.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.15 PACKING

- 2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

2.16 DELIVERY AND DOCUMENTS

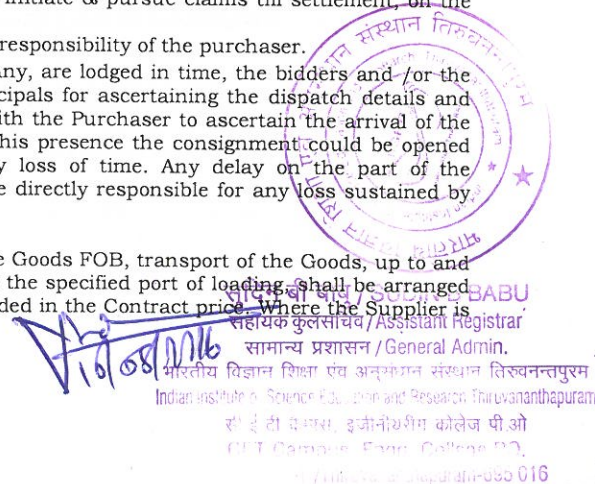
- 2.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 2.16.2 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- 2.16.3 The mode of transportation shall be as specified in SCC

2.17 INSURANCE

- 2.17.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.
- 2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- 2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- 2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.18 TRANSPORTATION

- 2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is



- required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.
- 2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.
- 2.19 INCIDENTAL SERVICES**
- 2.19.1 The supplier may be required to provide any or all of the services, if any, specified in SCC
- 2.20 SPARE PARTS**
- 2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - In the event of termination of production of the spare parts:
 - Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- 2.21 WARRANTY**
- 2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 2.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.
- The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 2.21.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.
- 2.22 TERMS OF PAYMENT**
- 2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.
- 2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.
- 2.22.4 Payment shall be made in currency as indicated in the contract.
- 2.23. CHANGE ORDERS AND CONTRACT AMENDMENTS.**
- 2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
- Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - The method of shipping or packing;
 - The place of delivery; and/or
 - The Services to be provided by the Supplier.
 - The delivery schedule.
- 2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- 2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.
- 2.24. ASSIGNMENT**
- 2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 2.25. SUBCONTRACTS**

Handwritten signature: 1/18/2016

Circular stamp: Assistant Registrar, General Administration, Government of India, New Delhi.

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 सहायक रजिस्ट्रार / Assistant Registrar
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 आर. वि. विभाग, विमान एवं वायुमार्ग प्रशासन विभाग, नई दिल्ली
 India: New Delhi, India
 तारीख: 1/18/2016

- 2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.26 EXTENSION OF TIME.

- 2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

- 2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.27 PENALTY CLAUSE

- 2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC. Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable

2.28. TERMINATION FOR DEFAULT

- 2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

- 2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

2.29 FORCE MAJEURE

- 2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 2.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30 TERMINATION FOR INSOLVENCY

- 2.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

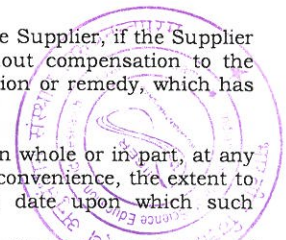
2.31 TERMINATION FOR CONVENIENCE

- 2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 2.31.2 The Goods those are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for admin.

[Handwritten Signature]



सुदिन बी बाबु / SUDIN B BABU

Asst. Registrar / Assistant Registrar

Thiruvananthapuram

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materials and parts previously procured by the Supplier.

2.32 SETTLEMENT OF DISPUTES

- 2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Chairman, Board of Governors of IISER TVM and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
 - In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- 2.32.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- 2.32.5 Notwithstanding any reference to arbitration herein,
- the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - the Purchaser shall pay the Supplier any monies due the Supplier.

2.33 GOVERNING LANGUAGE

- 2.33.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.34 APPLICABLE LAW

- 2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.35 NOTICES

- 2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.
- 2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.36 TAXES AND DUTIES

- 2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- 2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/ production.
- 2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.37 RIGHT TO USE DEFECTIVE GOODS

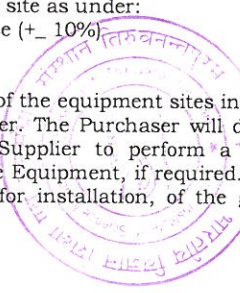
- 2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

2.38 PROTECTION AGAINST DAMAGE

- 2.38.1 The system shall not be prone to damage during power failures and trip outs.
The normal voltage and frequency conditions available at site as under:
- Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)
 - Frequency 50 Hz.

2.39. SITE PREPARATION AND INSTALLATION

The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchasers' site immediately after notification of award/contract.



**DEPUTY REGISTRAR
[PURCHASE & STORES]**

सुदिन बी बाबु / SUDIN B BABU

सहायक पदमन्त्री / Assistant Registrar

सहायक प्रशासक / General Admin.

भारतीय शिक्षण विभाग, अन्तर्गत शिक्षण संस्थान, सिखनन्तापुरम्,
India

सिखनन्तापुरम्, तिरुवनन्तापुरम्, भारत

सिखनन्तापुरम्, तिरुवनन्तापुरम्, भारत

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