

Government of India
Department of Space
MASTER CONTROL FACILITY
P.B. No. 66, SALAGAME ROAD
HASSAN – 573 201 (KARNATAKA)

TENDER NOTICE NO. 003 DTD. 2.1.2012

BRIEF TENDER NOTICE

On behalf of President of India, **Purchase & Stores Officer, Master Control Facility (MCF), Hassan – 573 201 (Karnataka)** invites sealed tenders in **TWO-PART** for the following supply of stores at **MASTER CONTROL FACILITY, DEPARTMENT OF SPACE, I.S.R.O. P.B. No. 66, Salagame Road, Hassan – 573 201 (Karnataka, INDIA)**.

Sl.No.	Ref. No.	Item Description	Quantity	Tender cost (Inclusive of Sales Tax) Non-refundable
1	MHDI 201100121901	C-BAND TRACKING RECEIVER KU-BAND TRACKING RECEIVER	9 Nos. 2 Nos.	Rs.228.00
NOTE : TWO PART BID SYSTEM. INSTRUCTIONS ARE PART OF THE TENDER DOCUMENTS				

DUE DATE FOR SUBMISSION OF TENDER :22nd February 2012 AT 16.00 HRS. (IST)
OPENING OF VALID TENDER :23rd February 2012 AT 10.00 HRS. (IST)

NOTE:

1. Tender documents are also available on ISRO Web site of www.isro.gov.in Tender Notice No.003 dtd. 2.1.2012. Interested tenderers may, at their option, download the tender documents from website and submit offers along with prescribed tender cost (in form of Bank Draft) as per details in the tender notification. The Demand Draft should be sent in a separate cover with a covering letter along with the cover containing the quotation.
2. Tender fee shall be payable only in the form of bank draft drawn in favour of Accounts Officer, Master Control Facility payable at Hassan. No other mode of payment for tender fee is acceptable.
3. Vendors/firms name and tender no. Shall be indicated on the reverse side of the Demand Draft.
4. While requesting for tender documents, please do not superscribe tender number and due date on the envelope. Instead indicate "Request for Tender Documents".
5. Detailed specification, terms and conditions are furnished in the tender documents.

6. DD should not be dated prior to the date of advertisement / intimation / website.
7. MCF will not be responsible for non-receipt of tender documents/offers due to postal delay/loss in transit.
8. Quotations received without payment of tender fee will be treated as unsolicited.
9. The technical offer shall carry a minimum validity of 120 days from the date of opening.
10. Quotations received after the due date and time will not be considered.
11. While submitting your offer please superscribe tender no and due date on the envelope. Addressed to **Purchase & Stores Officer (P), Master Control Facility, Salagame Road, Hassan – 573 201 (Karnataka).**
12. If tender opening date happens to be public holiday tender will be opened on the next working day & interested Vendors may depute their Representatives to attend the Public Tender Opening.
13. Request for the extension of the due date will not be considered.
14. Purchase & Stores Officer, MCF shall reserves the right to accept or reject any tenders in part or full without assigning any reasons thereof.
15. Those who do not utilise the website shown at clause 01 above can also buy the Tender documents from Purchase & Stores Officer, Master Control Facility, Salagame Road, Hassan – 573 201 (Karnataka) on payment of Non-refundable tender fee as indicated above, on all working days between **1400Hrs to 1600Hrs.**

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Enclosure to ENQUIRY NO. MHDI 201100121901

**SPECIFICATION FOR C-BAND BEACON TRACKING
RECEIVER –
(Qty 9 Nos)**

- Quote for Novella / Miteq / General Dynamics (Vertex-RSI) Brands only -

1. Input frequency	4.0–4.8 GHz
2. Dynamic range	-100dBm to -70 dBm
3. Nominal input level	-80dBm
4. Maximum aggregate Power	-30dBm
5. Automatic Search/sweep width	±200 KHz with ASB
6. Input Connector	Type-N Female, 50 ohms fixed
7. Signal detection	Total power detection in a predetermined bandwidth
8. Acquisition threshold	≤43dBHz
9. Anti-sideband Locking	for sidebands within ±50KHz or better
10. Analog outputs	±10 V DC over a 20dB Input range
11. DC Voltage Adjustment	adjustable to 0V for -70dBm to -110dBm
12. Frequency selection	in steps of 10 KHz or better
13. Output sensitivity (slope)	2.0 dB/V (0.5V/dB)
14. Remote Control Option	RS-232 / RS-485 / RS-422
15. Power supply	230V / 50Hz with Indian style Three-Pin

Note: Technical Specification / data sheet should be in one cover.

Price should be enclosed in separate sealed cover.

Enclosure to ENQUIRY NO. MHDI 201100121901

SPECIFICATION FOR Ku-BAND BEACON TRACKING RECEIVER
(Qty 2 Nos)

- Quote for Novella / Miteq / General Dynamics (Vertex-RSI) Brands only -

1.	Input frequency	10.95–12.95 GHz
2.	Dynamic range	-100dBm to -70 dBm
3.	Nominal input level	-80dBm
4.	Maximum aggregate Power	-30dBm
5.	Automatic Search/sweep width	±200 KHz with ASB
6.	Input Connector	Type-N Female, 50 ohms fixed
7.	Signal detection	Total power detection in a predetermined bandwidth
8.	Acquisition threshold	≤43dBHz
9.	Anti-sideband Locking	for sidebands within ±50KHz or better
10.	Analog outputs	±10 V DC over a 20dB Input range
11.	DC Voltage Adjustment	adjustable to 0V for -70dBm to -110dBm
12.	Frequency selection	in steps of 10 KHz or better
13.	Output sensitivity (slope)	2.0 dB/V (0.5V/dB)
14.	Remote Control Option	RS-232 / RS-485 / RS-422
15.	Power supply	230V / 50Hz with Indian style Three-Pin

Note: Technical Specification / data sheet should be in one cover.

Price should be enclosed in separate sealed cover.

SPECIAL INSTRUCTIONS FOR 2 PART TENDER

We invite your offer in 2 part as follows:

- a PART – I TECHNICAL & COMMERCIAL TERMS OTHER THAN PRICE
- b PART - II PRICES ONLY.

PART – I: TECHNICAL & COMMERCIAL

- 1) Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer should be covered in this part. This part should not contain prices. This is to be prepared and duly signed and sent in a sealed cover duly superscribing.

**Quotation against Tender No.
Due on:
FOR THE SUPPLY OF

PART - I TECHNICAL & COMMERCIAL)
The cover should indicate “from” address**

- 2) The Commercial Terms to be covered in this Part are Delivery Terms as per (INCOTERMS), Delivery Period, Payment Terms (without mentioning the price or amount), acceptance of Bank Charges payable outside India, Whether item needs Export Licence, Validity of the Offer, Warranty/Guarantee, Performance Guarantee, Liquidated Damages (for delayed supplies) etc.

PART – II: PRICE ALONE

- 1) The Currency and Prices for the items should be indicated item wise with Break-up in this part. Options where quoted, should indicate quantity, unit rate separately. The Prices are to be mentioned both in figures as well as in words and each page is to be signed by your Authorized Signatory. This part VIZ PART - II should also be duly signed and sent in a separate cover super scribing as follows:

**“ Quotation against Tender No.
Due on:
FOR THE SUPPLY OF

PART-II (PRICE BID)
The cover should indicate “from” address**

All these two covers prepared as above should be kept in another envelope sealed superscribed as mentioned below:

**QUOTATION AGAINST TENDER NO.
DUE ON:**

ADDRESS TO:

**PURCHASE & STORES OFFICER
MASTER CONTROL FACILITY
GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
PB # 66, HASSAN-573 201
KARNATAKA**

Telephone: +91 08172-273594

Fax : +91 08172-239035

Normally we do not open PART- II. If PART - I does not meet with our technical specification requirements. Your offer prepared as above should reach us on or before the due date and time. The offers received after the due date and time will be treated as in-valid.

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INSTRUCTION TO TENDERERS AND TERMS AND CONDITIONS

1. Instructions to Tenderers:

1. The Tenderers should submit quotations in duplicate in a sealed envelope, superscribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.
2. A Proforma invoice may also be given which should contain the following information:-
 - (a) The FOB value, the C&F value for import by Sea-freight/Air-freight upto and for air parcel post upto HASSAN-573 201 should be separately indicated.
 - (b) Agency Commission: The amount of commission included in the price and payable to the Indian Agents of the Contractor shall be paid directly to the Indian Agents by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agents within 30 days from the date of receipt and acceptance of stores.
 - (c) The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which would be paid to the Indian Agents directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.
 - (d) The earliest delivery period and country of origin of the goods/equipment.
 - (e) Your Banker's name and address of the Contractor.
 - (f) The approximate net and gross weight and dimensions of packages/cases.
 - (g) Recommended spares for satisfactory operation for a minimum period of one year.
 - (h) Details of any technical service, if required for erection, assembly commissioning and demonstration.
3. The FOB and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. Late tenders will not be considered. Quotations by cable must be followed by detailed offers.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the Proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instruction / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents/correspondence should be in English language only. Wherever tests, etc., are called for in our specification, details of such tests as offered by the tenderer should be incorporated. He need not describe test methods; but broad details to understand what are offered and what are not should be available.
11. The Purchaser reserves to right to accept or reject the lowest or any other offer in whole or in part without assigning any reason.

2.TERMS AND CONDITIONS

1. Definitions:

- (a) The term 'Purchaser' shall mean the President of India or his successors or assigns.
- (b) The term 'Contractor' shall mean the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the contract.
- (c) The term 'Purchase Order' shall mean, the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores or plant, machinery or part thereof.
- (d) The term 'Stores' shall mean, what the Contractor agrees to supply under the contract as specified in the Purchase Order.

2. Prices:

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

supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. It is expressly agreed that the acceptance of the Stores contracted for is subject to final approval in writing by the Purchaser whose decision shall be final.

4. If all or any of the Stores supplied are not as per specifications, they may be rejected and supplier should either replace or refund the money at the discretion of the Purchaser.

5. (a) Part shipment is not allowed unless specifically agreed to by us.

(b) As far as possible, Stores should be dispatched by Indian Flag Vessels Air India or through any Agency nominated by us.

6. Adequate packing to prevent damage in transit should be provided, keeping in view the mode of transport.

7. The Contractor will be held responsible for any demurrage/wharfage paid due to non receipt of documents in time. Non-negotiable copies of despatch documents should be sent by Air Mail immediately after shipment. Originals should be negotiated through Bank soon after the despatch but not later than three days, reckoned from the date of despatch of the goods.

8. Being a Department of Government of India, normal terms of payment are by Sight draft. In exceptional cases other terms of payment may be considered by the Purchaser.

9. Insurance, wherever necessary, will be arranged by the Purchaser.

10. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.

11. The Stores contracted should be guaranteed for a minimum period of 12 months from the date of acceptance against defective material, design or manufacture. For defects noticed during the guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notification. However, permits for export from and re-import into the Purchaser's country, if required, shall be provided.

12. Where erection or assembly or commissioning is part of the Contract it should be done immediately on notification. The Contractor shall be responsible for any loss/damages sustained due to delay in fulfilling this responsibility.

13. The time for and the date of delivery stipulated in the Purchase Order shall be essence of the Contract. Delivery must be completed within the dates specified therein. If the Contractor fails to make the delivery of the stores by the due date, the Purchaser may upon written notice of default to the contractor terminate the contract in whole or in part. In that event the Purchaser reserves the right to purchase upon such terms and in such manner as he may deem appropriate stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and for any loss which the purchaser may sustain on that account provided that the purchase, or if there is an agreement to purchase, then such an agreement is made within six months from the date of such failure.

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

15. Arbitration:

All disputes arising in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Contract shall be interpreted, construed and governed by the laws of India.

16. For items having shelf life, those with maximum shelf life should be supplied, if order is placed.

17. Shipping Marks.

The marks on the shipping documents such as invoice, bill of lading and on the packages should be as follows.

PURCHASE ORDER NO.....

Date.....

GOVERNMENT OF INDIA

Department of Space

INSAT MASTER CONTROL FACILITY, HASSAN – 573 201.

Destination

Port of entry: BANGALORE

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

19. Bank Charges: While the Purchaser shall bear the Bank Charges payable to his Bankers the Contractor shall bear the Bank Charges payable to his Bankers including the charges towards advising / amendment commissions.

20. Counter Terms And Conditions Of Suppliers: Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

Encl. To P.005B

II TERMS & CONDITIONS.

1. Definitions

- (a) The term 'Purchaser' shall mean the President of India or his successors or assigns,
- (b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the contract.
- (c) The term 'Purchase Order' shall mean, the communication signed on behalf of the Purchaser by an officer duly, authorized intimating the acceptance on behalf of the Purchaser on the terms and Conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores or plant, machinery or part thereof.
- (d) The term 'Stores' shall mean, what the Contractor agrees to supply under the contract as specified in the Purchase Order.

2. Prices:

Tenders offering firm prices will be preferred. Where a price variation Clause is insisted upon by a tenderer, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported the base price taken into account at the time of tendering and also the formula for nay such variations.

3. Terms of Payment:

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

3.2 The Sight Draft/Letter of Credit will be operative on presentation of the under mentioned documents.

- (a) Original Bill of Lading / Airway Bill.
- (b) Commercially certified invoices describing the Stores delivered, quantity, unit rate and their total value in triplicate. The invoices should indicate the discounts, if any, and agency Commission separately.
- (c) Packing List showing individual dimensions and weight of packages.
- (d) Country of Origin Certificate in duplicate.
- (e) Test Certificate.
- (f) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked by the purchaser.
- (g) Warrantee and Guarantee and Certificates vide Clause 20.

4. Import Licence:

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

5. Demurrage:

Supplier shall bear demurrage charges if any incurred by the Purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the Bankers within reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3/4 days from the date of Air Way Bill for Air c onsignments.

6. Address of Indian Agents:

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.....
.....

7. Guaranteed Time of Delivery:

The time for and the date of delivery stipulated in the Purchase Order shall deemed to be the essence of the contract. Delivery must be completed within the dates specified therein.

8. Inspection and Acceptance Tests:

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

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

8.3 When the stores have passed the specified test, the Purchaser's representative shall furnish a certificate to this effect in writing to the Contractor. The Contractor shall provided copies of the test Certificates to the Purchaser as may be required.

9. Mode of Despatch:

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

10. Port of Entry:

BANGALORE

11. Port of Consignee:

Administrative Officer
INSAT-I SSPO
Dept. of Space
'Chandrakiran'
10-A, Kasturba Raod, Bangalore – 560 001.

12. Ultimate Consignee:

Administrative Officer

INSAT-I SSPO
Dept. of Space
'Chandrakiran'
10-A, Kasturba Raod, Bangalore – 560 001.
Stores

13. Shipping Mark:

The marks on the shipping documents such as invoice, bill of lading and on the packages should be as follows:-

PURCHASE ORDER NO.....
DATE.....

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE

DESTINATION : BANGALORE
PORT OF ENTRY : BANGALORE

14. Insurance of the Stores:

The Purchaser shall be responsible for insuring the Stores wherever considered necessary. The Contractor shall however be responsible for notifying as per proforma enclosed, to the purchaser or the insurers nominated by the Purchaser, the complete details of the proposed shipments including the value of each shipment and other relevant data, immediately after shipment to enable the Purchaser or the insurers to arrange for the issuance of the insurance policy, if required. The necessity or otherwise of insurance will be as Indicated in the Purchase Order.

15. Contractor's Default Liability:

15.1 The Purchaser may upon written notice of the Default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:-

(a) If in the judgment of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract Agreement or within the period for which extension has been granted by the Purchaser or the Contractor.

(b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this contract.

15.2 In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 15.1 the Purchaser reserves the right to Purchase upon such terms and in such a manner as he may deem appropriate Stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and /or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of Stores.

15.3 If this Contract is terminated as provided in Clause 15.1 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following cases in the manner and as directed by the Purchaser:

(a) Any Completed Stores.

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

15.4 In the event the Purchaser does not terminate the Contract as provided in Clause 15.1, the Contractor shall continue the performance of the Contract in which case he shall be liable to the Purchaser for liquidated damages for delay as set out in Clause 19 until the Stores are accepted.

16. Replacement:

In the Stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such Stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. The price of replacement items shall be paid by the Purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender. The cost of the damages will however be claimed by the Purchaser from the Insurance Company. The Import Licence/Customs clearance Permit for the replacement will be provided by the Purchaser.

17. Rejection:

In the event that any of the Stores supplied by the Contractor is found defective in material or workmanship otherwise not in conformity with requirements of the Contract specification, the Purchaser shall either reject the Stores or request the Contractor, in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective Stores free of cost to the Purchaser. If the contractor fails to do so, the Purchaser may at his option either.

(a) replace or rectify such defective Stores and recover the extra cost involved from the Contractor, or

(b) terminate the Contract for default as provided under Clause 15 above.

(c) acquire the defective Stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser rights under Clause 19.

18. Extension of time:

If the completion of supply of Stores is delayed due to reason of Force Measure such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine, restrictions, strikes and freight embargoes, the Contractor shall give notice within 15 days to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

19. Delay in Completion/Liquidated Damages:

If the Contractor fails to deliver the stores within the time specified the Contract or any extension thereof, the Purchaser shall recover from the Contractor as liquidated damages a sum of one-half or one percent (0.5 percent) of the Contract price of the undelivered Stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent of the contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all its component parts are also delivered. If certain components are not delivered in time, the Stores will be considered as delayed until such time as the missing parts are delivered.

20. Guarantee & Replacement:

(a) The Contractor shall guarantee the Stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

(b) For a period of twelve months after the acceptance of the Stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the Store or any part thereof are faulty.

(c) If in the opinion of the purchaser, it becomes necessary to replace or renew any defective Stores, such replacement or renewal shall be made by the contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the Purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

(d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective Stores.

- (e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection there of on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser Bank Guarantee enclosed) from a Bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents, On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of Stores at Purchaser's site.
- (h) Even while the 12 month guarantee applies to all Stores in case where a greater period is called forth by our specifications then such a specification shall apply; in such cases the period of 14 months referred to in Clause 20 (b) and (c) shall be the 'asked for' guarantee period plus two months.

21. Requirement of Additional Numbers of the Stores/Spare Parts Ordered:

The Contractor shall also undertake the supply of additional number (Nos) of items covered by the Order as considered necessary by the Purchaser at a later date. The actual price to be paid shall be mutually agreed to after negotiations.

22. Packing:

- (a) The Contractor wherever applicable shall pack and create all Stores for sea/air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.
- (b) The Contractor shall ensure that each box/unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the contractor liable for additional expenses involved.
- (c) The Contractor shall notify the Purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
- (d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages etc.
- (e) Transshipment of equipment shall not be permitted except with written permission of the Purchaser.
- (f) A part from the despatch documents negotiated through Bank, the following documents shall also be airtailed to the Purchaser with 7 days from the date of shipment by sea and within 3 days in case of air-

- a. Commercial Bill of Lading/Air way Bill/Post Parcel Receipt. (two non-negotiable copies)
- b. Invoice (3 copies)
- c. Packing List (3 copies)
- d. Test Certificates (3 copies)
- e. Certificate of Origin

Contractor shall also ensure that one copy of the packing list is enclosed in each case.

23. Arbitration:

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

24. Language and Measures:

All documents pertaining to the contract including specifications schedule notices, correspondence, operating and maintenance instructions drawings or any other writings shall be written in English Language. The metric system of measurement shall be used exclusively in this contract.

25. Indemnity:

The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this contract are free and clean of infringement of any patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any right protected by patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract.

26. Counter Terms and Conditions of Suppliers:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

27. Security Interest:

On each item to be delivered under this contract, including an item of work in respect of which payment have been made in accordance with the terms of the contract, Purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the Purchaser in accordance with the terms of the contract. Such security interest of the Purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any other entity.

28. Bank Charges:

While the Purchaser shall bear the bank charges payable to his Bankers (State Bank of India.....) the Contractor shall bear the Bank charges payable to his Bankers including the charges towards advising amendment commission.

29. Training:

The Contractor shall if required by the Purchaser, provide facilities for the practical training of purchaser's engineering of technical personal from India and for their active association on the manufacturing process throughout the manufacturing period of the contract/stores, number of such personal to be mutually agreed upon.

30. Applicable Law:

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