

**THE INSTITUTE OF MATHEMATICAL SCIENCES
TARAMANI
TENDER NOTICE No. IMSc/Tender Documents/26/2017**

Sealed Single Part Tenders are hereby invited on behalf of the Director of Institute by **Registrar, Institute of Mathematical Sciences**, CIT Campus, Tharamani, Chennai – 600 113, Tamilnadu from the reputed manufacturer/authorised dealers and those who have supplied such materials to the government/semi government/Public sector undertaking/Autonomous Institution/Reputed R&D Institution/Educational Institution/Reputed firms/organizations/colleges during the last three years for the following Works:-

Nature of Work: **: SUPPLY, INSTALLATION, TESTING AND ACCEPTANCE OF DESKTOPS**

Earnest Money Deposit : **Rs. 70,000**

Security Deposit : **10% of the tendered cost**

Cost of Tender Documents : **Rs.500/-**

Tender documents can be downloaded from the IMSc website under tenders page from **15-12-2017 to 10-01-2018**. The tender fee (demand draft) should be submitted with tender, (drawn in favour of "*The Institute of Mathematical Science*", Chennai) (this amount is not refundable)

Tenders will be received upto **15.00 Hrs** on **10.01.2018** by the **Registrar, Institute of Mathematical Sciences, CIT Campus, Tharamani, Chennai – 600 113** and will be opened on the same day at **15.30 Hrs** in the presence of attending tenderer.


Tenders not accompanied by the following are liable to be SUMMARILY REJECTED.

1. Demand Draft of a scheduled bank guaranteed by the reserve bank of India for Rs.70,000/- towards Earnest Money Deposit indicated above in favour of *The Institute of Mathematical Science, Taramani, Chennai -113*.

NOTE: CASH, CHEQUES AND BANK GUARANTEE FOR EARNEST MONEY DEPOSIT WILL NOT BE ACCEPTED

2. The Contractor shall be required to place the EMD/Tender Fee and the tender documents in separate sealed envelopes marked 'Earnest Money' and 'Tender' with the name of work respectively. Both the envelopes shall then be placed in another sealed envelope and submitted to the tender inviting authority in the usual manner and details of the nature of work to be indicated in the cover.
3. PAN Certificate in the latest approved form - Details of GST registration including details of commercial tax office with whom they are remitting this GST.
4. Tender documents can be downloaded from the website <https://www.imsc.res.in/tender> and **the tender fee should also be submitted along with EMD**. Otherwise the tender will be rejected.

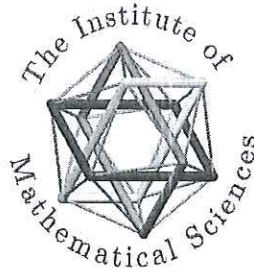
Registrar, Institute of Mathematical Sciences reserves the right to accept or reject any or all Tenders without assigning any reasons therefore.



Registrar,

For and on behalf of the Director, IMSc

THE INSTITUTE OF MATHEMATICAL SCIENCES
IV Cross Road, C.I.T. Campus, Taramani, Chennai- 600113.



TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION, COMMISSIONING, TESTING AND ACCEPTANCE

OF

DESKTOPS

Tender Notice No. IMSc/Tender Documents/26/2017

Last Date and Time for downloading Tender Documents up to:

10th January 2018, 12.00 hrs

Last Date and Time for Submission of Tender: 10th January 2018, 3.00pm

Tender opening date and time : 10th January 2018, 3.30pm

THE INSTITUTE OF MATHEMATICAL SCIENCES
IV Cross Road, C.I.T. Campus, Taramani, Chennai 600 113.

SECTION 'A' INVITATION TO TENDER AND TENDERING CONDITIONS

SECTION-A

1.0 INTRODUCTION:

The Institute of Mathematical Sciences (IMSc) is a national institute for fundamental research in frontier disciplines of the Mathematical and Physical Sciences: Theoretical Computer Science, Mathematics and Theoretical Physics.

2.0 INVITATION TO TENDER:

- 2.1 Director, Institute of Mathematical Sciences, IV Cross Road, C.I.T. Campus, Taramani, Chennai invites sealed Single Part technical and commercial quotations in duplicate for supply, installation, commissioning, testing and acceptance of Desktops as per the specification indicated in this document. This institute being an autonomous Premier Research/Educational Institution under Govt. of India, discount as applicable to Research Institutes / Educational Institutes may be provided in the quote.
- 2.2 The conditions of contract/purchase order that govern the contract pursuant to the tender are as contained in general conditions of contract which is provided as Annexure to this tender document.

3.0 MANNER AND METHOD FOR SUBMISSION OF TENDERS:

- 3.1 All tenders in response to this invitation shall be submitted in as under and in sealed envelope.
- 3.2 **Late/Delayed tenders : If the envelope containing tender, EMD and Tender Fee doesn't reach The Registrar, Institute of Mathematical Sciences on or before the due date and time specified for its receipt, such tenders will be treated as late tenders and will neither be opened nor considered by the purchaser and will be summarily rejected.**

4.0 OPENING OF TENDERS:

- 4.1 Unless otherwise preponed or postponed with advance intimation to the tenderers, tenders will be opened at IMSc on the date and time indicated in this tender document.

5.0 TECHNICAL CLARIFICATION:

After opening of the tender, if it becomes necessary for technical authorities to seek clarifications from the tenderers the same will be sought for from the tenderers by the technical authorities. In such an event, the tenderer shall furnish all technical information/clarifications to the concerned technical authorities directly to reach on or

before the due date and time fixed by the technical authorities indicating the purchaser's tender reference. If the technical clarifications/details sought for by the authorities from the tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion of the Director, Institute of Mathematical Sciences without any further notice. The tenderer should not, however, furnish altogether a new offer at this stage which is different from the purchaser's tender specification.

6.0 VALIDITY OF THE OFFERS:

The offer shall be kept valid for acceptance for a period of 90 days from the due date for opening of the tender. Offers with shorter validity period may be liable for rejection.

7.0 EARNEST MONEY DEPOSIT:

The tenderer should submit Earnest Money Deposit (EMD) for Rs. 70,000 in the form of Demand Draft/Banker's Cheque payable at Chennai drawn in favour of Institute of Mathematical Sciences from a schedule bank/reputed international bank. This EMD will be treated as part of the Security Deposit against the successful bidder and EMD obtained from other tenderers will be returned to them after finalisation of the purchase. **Tenders submitted without EMD will be summarily rejected. Similarly tenders received without tender fee will also be summarily rejected.**

8.0 TERMS AND CONDITIONS OF THE CONTRACT:

Any contract concluded against this tender shall be governed by the general conditions of contract which is included as an Annexure to this tender document. Tenderers must, therefore, take special care to go through these general conditions of contract and in exceptional cases, if any deviations are proposed, these must be clearly indicated in the tender as a separate annexure instead of merely enclosing their printed conditions of sale. If there are too many deviations from the general conditions of the contract, those tenders may not be considered further. If no deviations are indicated, it will imply that the tenderer is willing to execute the contract as per general terms and conditions of contract attached with the tender document.

9.0 PRICE:

Price bid format is enclosed in Annexure II. Venders should quote in that format only. Any other commercial details can be indicated separately attached to Annexure II as remarks column. The price quoted must be firm throughout the validity of the contract. If prices are quoted subject to variation it shall be on the basis of a standard price variation formula. The basis for calculation shall be clearly stated. There should be a ceiling on escalation. The price bid should be based on the safe delivery including satisfactory installation and commissioning at the premises of the Institute of Mathematical Sciences. However, the breakup of price including ex-works/FOB duly packed airworthy, cost details like, cost of the materials, agency commission, installation and commissioning charges, GST, warranty, custom duty and safe delivery charges etc. should be furnished. Vendor to make sure that there are

10.0 CUSTOMS / EXCISE DUTY EXEMPTION CERTIFICATE:

The Institute being a government funded autonomous institution under Government of India for availing the Customs Duty/Excise Duty exemption and recognised as SIRO by Government of India, Ministry of Science and Technology up to 31.3.2019. The Institute will produce necessary essential documents if any towards exemption required for processing the order. However while comparing the price with the price on the landed cost at IMSc premises including custom duty/excise duty and GST and etc. at the prevailing rate will be taken into account for comparative purpose.

11.0 DEVIATIONS TO PURCHASER'S SPECIFICATIONS AND CONDITIONS OF CONTRACT:

If any deviation or substitution from the technical specifications contained in Section B of this tender document is involved, such details should be clearly indicated in and should be added as an annexure of the tender as otherwise it shall be an admission on the part of the tenderer that he will supply the equipment as specified by the purchaser. Normally tenders with too many variation with tendered specifications are likely to be rejected.

12.0 DELIVERY:

The stores covered by this tender document should be supplied on or before the due date indicated in the purchase order/contract. In case if the stores are supplied after the due date the same is delivered at the risk and cost of the supplier and the Institute will not give any guarantee for acceptance of the material.

13.0 INSTALLATION:

The Items should be installed at The Institute of Mathematical Sciences, CIT Campus, Taramani, Chennai – 600 113.

14.0 CAPACITY AND FINANCIAL STANDING:

In case, it is found that the tenderer does not possess the requisite infrastructure, capacity, capability and their financial standing is not satisfactory, such tenders are liable for rejection by the purchaser. All the above particulars for the last five years should be submitted along with the bid.

15.0 EXPORT LICENSE / EXPORT PERMISSION:

It is entirely the responsibility of the Contractor who is quoting for the materials of

foreign origin to ensure necessary permission / license / authorisation as required from the respective government is obtained before arranging shipment. Institute of Mathematical Sciences will not be responsible for arranging these documents.

16.0 COUNTRY OF ORIGIN:

Where ever the supplier quoted for imported stores, the country of origin of the stores, port of despatch, port of entry and manufacturer's name and address must be clearly specified in the offer.

17.0 OFFERS BY FAX, CABLE, TELEGRAM AND EMAIL:

Offers sent/submitted by fax, cable, telegram and email will not be considered at all and are liable for rejection without any notice to the tenderers.

18.0 RIGHT TO ACCEPT THE TENDERS:

The Institute shall be under no obligation to accept the lowest or any other tender received in response to this tender notice and shall be entitled to reject any or all the tenders without assigning any reason whatsoever; taking into consideration of the interest of the Institute, the decision of the Institute shall be final. ***The Institute reserves the right to place the order for part or reduced quantity than what is specified in the tender.*** (Refer Techno-commercial terms and conditions attached) Tenders, which are not complete in all respects, are liable for rejection.

19.0 UPGRADATION:

Any additional support that will be provided after installation should be stated. All upgradations within the warranty period should be done without any additional cost. Options, including financial implications and payment schedule, for future up gradation after the warranty period should be indicated.

20.0 WARRANTY:

The tender must include a comprehensive on site **warranty** for a minimum period of **three years**.

21.0 BRAND NAME:

Make/Brand name of the product offered must be specified in the offer.

Techno-Commercial Terms & Conditions:

1. The IMSc authority reserve the right to increase(20% of the total requirement) OR decrease(10% of the total requirement) OR retain the same quantity while placing the order for the Options of choices. Hence the quote should consider this into account.
2. One of the Options of 1 & 2 will be considered for placing the Purchase Order along with other items.
3. **Authorised re-sellers of OEM with necessary certification** need only eligible to participate in the tender
4. Service & support call registration should be handled by direct call/e-mail to the dedicated member of support team.
5. The proposed desktops will be Loaded with Linux O/S(debian/ubuntu) and hence the initial trouble shooting of faults will be carried out by us for suitable replacement of components.
6. Any service & support call should be completed within 2 working days and if the service solution requires more than 2 working days a suitable standby should be provided before initiating solution.
7. Indicate the “**e-Waste policy**” of the obsolete desktop being purchased from IMSc as a buy back for disposing

Table-I: Purchase of Desktops

Sl. No	Description		Qty
1	Option 1 : Desktop System with the following specification		50
Mother Board	Motherboard with Intel Q270 Chipset or suitable equivalent		
Processor	Intel Core™ i7-7700 Processor (8M Cache 4 Cores Base Frequency 3.60 GHz) OR suitable equivalent processor		
Memory	1x8 GB Non ECC Memory DDR4 2400 MHz		
Video	Intel/NVIDIA/AMD HD Graphics with minimum 1GB dedicated memory having VGA/DVI/HDMI/DP ports		
Audio Audio	Intel High Definition Audio		
Network	Integrated Gigabit (10/100/1000 Mbits/sec) using the Intel		
Ports (minimum)	<ul style="list-style-type: none"> • USB ports – ten(USB3 -2) • PCI Express x1 - one • SATA (ports) - four • eSATA(ports) - 1 • RJ45 – one • DVI-D, VGA/DP/HDMI • Audio mic/speaker sockets 		
Storage	1TB SATA 7.2K rpm disk		
Monitor	24" FHD LED display with minimum resolution 1920 x 1080 VGA/DVI/HDMI/DP Interfaces with cables, minimum 250 cd/m2, Energy star/EPAT Gold/TCO certified		
Keyboard	USB Std. Business English Keyboard		
Mouse	USB Optical scroll mouse		
Cabinet	<ul style="list-style-type: none"> • Standard Tower(ATX) cabinet powder coated in black color Weighing minimum 5Kg • Front side USB/Audio ports • Chassis Intrusion switch • Additional Chassis cooling FANs 		

	PSU	<ul style="list-style-type: none"> • Minimum 240W SMPS with 90% efficiency • Active PFC • Energy Star Compliant • Indian Standard 6/16A power cables(ISI) for cabinet/monitor 	
	Warranty	3 years service/replacement warranty at ON SITE	
	O/S	<ul style="list-style-type: none"> • Any O/S and other S/Ws are NOT required OR NOT to be loaded and their cost should not be included anyway. • The H/W components should be compatible with Linux O/S & the desktop system can be preloaded • Configurable for AMT using vPro of Intel 	
	Compliant Standards	<ul style="list-style-type: none"> • ENERGY STAR 5.2-Compliant desktop • ENERGY STAR 5.2 LCD Monitors • Should have a 80Plus Gold Certified Power Supply Unit • EPEAT-Gold, TCO-05 • RoHS • Carbon Off-set program • FCC • UL • ISO 14001 	
	System Approval	<ul style="list-style-type: none"> • The product details/brochure and the proof of Compliant Standards should be enclosed with the quote, failing which the quote will not be considered. • If needed on demand, a detailed benchmarking will be done on the quoted model to assess the system performance prior to finalizing the purchase at our site. 	
2	Option 2 : Desktop Systems with total 5 years service/replacement warranty at ON SITE		50
3	Memory : 1x8 GB Non ECC Memory DDR4 2400 MHz		6
4	Monitor : 24" FHD LED display with minimum resolution 1920 x 1080 VGA/DVI/HDMI/DP Interfaces with cables, minimum 250 cd/m2, Energy star/EPAT Gold/TCO certified		5
Note:	Dell Optiplex, Lenovo Thinkcentre, HP Compaq Elite OR Equivalent compatible suitable models may be considered		

Table-II: Buy back of obsolete desktop systems

Sl. No	Description	Qty		
		Working	Non Working	Total
1	Desktops with Tower Cabinet Intel DH55TC Chipset Mother Board Intel Core2 Duo E8400 3.0GHz Processor based 8 GB RAM 250GB disk, DVD, 500W SMPS, Samsung 22" TFT LCD 2233 Syncmaster Monitor <i>Indicate the "e-Waste policy" of the obsolete desktop being purchased from IMSc as a buy back for disposing</i>	38	7	45

Template to be filled by the Vendor for the Techno-Commericals

Sl. No.	Description		Unit Price Rs.Ps	Qty	Price
					Rs. Ps.
1	Option 1 : Desktop System with the following specification			50	
	Brand & Model				
	Mother Board				
	Processor				
	Memory				
	Video				
	Audio				
	Network				
	Ports				
	Storage				
	Monitor				
	Keyboard				
	Mouse				
	Speaker				
	Cabinet				
	PSU				
	Warranty				
O/S					
Compliant Standards					
System Approval					

2	Option 2 : Desktop Systems with total 5 years service/replacement warranty at ON SITE		50	
3	Memory : 1x8 GB Non ECC Memory DDR4 2400 MHz		6	
4	Monitor : 24" FHD LED display with minimum resolution 1920 x 1080 VGA/DVI/HDMI/DP Interfaces with cables, minimum 250 cd/m2, Energy star/EPAT Gold/TCO certified		5	

Taxes for the above _____

Signed by the Vendor with Seal & Date

Template to be filled by the Vendor for the offer of Buy back of obsolete desktop systems

Sl. No.	Description	Qty		
		Working	Non Working	Total
1	Desktops with Tower Cabinet Intel DH55TC Chipset Mother Board Intel Core2 Duo E8400 3.0GHz Processor based 8 GB RAM 250GB disk, DVD, 500W SMPS, Samsung 22" TFT LCD 2233 Syncmaster Monitor <i>Indicate the "e-Waste policy" of the obsolete desktop being purchased from IMSc as a buy back for disposing</i>	38	7	45
	Price for the above	Rs.	Rs.	Rs.

Signed by the Vendor with Seal & Date

THE INSTITUTE OF MATHEMATICAL SCIENCES
IV Cross Road, C.I.T. Campus, Taramani, Chennai 600 113.

Annexure 3 to Tender

No. IMSc/Tender Documents/26/2017

**GENERAL
CONDITIONS OF
CONTRACT**

THE INSTITUTE OF MATHEMATICAL SCIENCES

IV Cross Road, C.I.T. Campus, Taramani, Chennai 600 113.

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

- 1.1 The term 'Purchaser' shall mean The Director, Institute of Mathematical Sciences or his successors or assigns.
- 1.2 The term 'IMSc' or 'Institute of Mathematical Sciences' shall mean the Director, Institute of Mathematical Sciences who is in charge of administration of the Institute, an Autonomous Institution under Government of India or any other Officers authorised by him for the time being to execute contracts relating to the purchase and supply of stores on behalf of the Purchaser.
- 1.3 The term 'Contractor' shall mean, firm or company with whom or with which the order for the supply of stores is placed and shall include the Contractor's representatives, heirs, executors and administrators unless excluded by the contract.
- 1.4 The term 'Stores' shall mean, what contractor agrees to supply under the contract as specified in the 'Purchase Order'.
- 1.5 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 of the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores.

2.0 SECURITY DEPOSIT:

- 2.1 On acceptance of the tender, the successful contractor shall at the option of the Purchaser and within the period specified by him, deposit in cash or at the option of the Purchaser in such other form as the Purchaser may determine a Security Deposit not exceeding ten per cent of the tendered value of the contract.
- 2.2 If the Contractor fails to provide the security within the period specified such failure shall constitute a breach of the contract and the Purchaser shall be entitled to make other arrangements for the repurchase of the stores Contracted for at the risk and expense of the Contractor and/or to recover from the Contractor damages arising from such cancellation. No claim, shall lie against the Purchaser either in respect of interest if any due on Security Deposits or depreciation in value. In case the security deposit is submitted in the form of bank guarantee it should be submitted as per the format furnished by the purchaser from SBI or any one of the nationalised banks. This bank guarantee should be valid for two months

beyond the satisfactory execution of the entire contract including erection, commissioning and acceptance.

3.0 ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS:

The purchaser reserves the right to alter from time to time specification, pattern and drawings if necessary. The stores shall be in accordance with the specifications, patterns and drawings so altered. In the event of any such alteration involving an alteration in the costs and/or in the period required for delivery shall be made in relation to the alteration. The decision of the Purchaser, on the question whether the alteration requires modification in the costs and/or the delivery period shall be final and conclusive.

4.0 PACKING:

The contractor shall be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air so as to ensure their being free from any loss or damages on arrival at their destination. The packing and marking of packages shall be done by and at the expenses of the Contractor. Each package shall contain a Packing Note quoting Purchase Order number and date and showing its contents in detail.

5.0 QUANTITY:

The purchaser reserves the right to accept tenders for any quantity of his choice and tenderer shall be bound to accept a contract for any quantity. The purchaser also reserves the right to accept or reject lowest or any tender in full or in part without assigning any reasons.

6.0 STATUTORY LEVIES:

If it is desired to ask for excise duty or any other duties and taxes as extra the same must be specifically stated. In the absence of any such statement no claim for the same will be entertained. In case any refund of duty is granted by excise authorities/customs authorities in respect of the stores supplied under this contract the contractor will pass on the credit to the purchaser. In case of failure to do so, the purchaser would be empowered to deduct an amount equivalent to the amount refunded by the excise authorities without any further reference, from any of the Contractor's outstanding bills against this or any other pending contracts and no dispute on this account shall be raised by the Contractor. The contractor should also furnish a certificate in the format enclosed with the purchase order for reimbursement of the duties and the taxes paid.

7.0 SALES TAX

Sales taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done no claim for sales tax will be admitted at any later stage and on any ground what so ever. A certificate for reimbursement of sales tax as per the format enclosed with the contract has to be furnished by the contractor.

8.0 SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS:

In case commercial terms and conditions for sale / contract stipulated in the tender

submitted by the tenderer are at variance with the purchasers general conditions of contract, Director, Institute of Mathematical Sciences will settle the commercial terms and conditions of contract with the tenderer chosen for award of the contract by holding discussions with them or through correspondence. In case the tenderer concerned to whom an intimation thereof is given does not respond / fail to respond to communication sent within the specified date, his tender is liable for rejection at the discretion of the Director, Institute of Mathematical Sciences.

9.0 OFFERS FROM INDIAN AGENTS ON BEHALF OF FOREIGN SUPPLIERS:

In case the tender is submitted by an Indian Contractor / Indian agent on behalf of their foreign principals, the following document should be submitted with the tender failing which, their offer is liable to be rejected.

- 1) Duly attested photo copy of the agency agreement between the principals and the Indian agents showing the percentage or the quantum of agency commission payable and a letter of authority from the principals authorising the Indian agents to submit the tender on their behalf.
- 2) Copy of the registration certification with DGS&D on this account.
- 3) The type and nature of after sales services to be rendered by the Indian agents and documents to show that they are competent to carryout such services.

Indian agents are allowed to quote on behalf of only one foreign principal against this tender.

10.0 PAN/TAXES AND DUTIES REGISTRATION DETAILS:

The contractor should furnish a copy of the PAN card details and also copies of registration certificate relating to taxes and duties which are claimed, along with the tender.

11.0 SUBCONTRACTING / SUBLETTING:

The tenderer in the event of his tender being accepted by the purchaser shall not assign/sublet or delegate the contract or any part thereof without the prior written consent of the purchaser. The contractor shall be solely responsible for the satisfactory execution of the contract, irrespective of the fact whether a part or a portion of a contract has been assigned or sublet by him to a sub-contractor even when such sub-contracting has been done with the prior written consent of the purchaser.

12.0 ERECTION AND COMMISSIONING:

Tenderers must clearly and separately furnish their offers, the terms for erection/installation and commissioning.

13.0 DELIVERY:

- 13.1 Time and date of delivery is the essence of the contract:

13.2 The date of delivery of the stores stipulated in the purchase order shall be deemed to be the essence of contract, and delivery must be completed not later than the dates specified therein.

13.3 Failure and Termination: Should the Contractor fail to deliver the stores or a consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option either:

a) To recover from the contractor liquidated damages and not by way of penalty, a sum of 2% of the price of any stores which the Contractor has failed to deliver as aforesaid, for each month or part of a month, during which the delivery of such stores may be in arrears, OR

b) To purchase elsewhere, without notice to the Contractor and at the risk of the Contractor, the stores, not delivered or others of a similar description (where others exactly comply with the particulars or not and in the opinion of the Purchaser if readily procurable, such opinion being final) without canceling the contract in respect of the consignment(s) not yet due for delivery, OR

c) To cancel the contract or a portion thereof, and if so desired, to purchase or authorise the purchase of stores not so delivered or others of similar description (where others exactly comply with the particulars or not and in the opinion of the Purchaser if readily procurable, such opinion being final) at the risk of and cost to the Contractor.

13.4 In the event of action being taken under the above mentioned clauses, the contractor shall be liable for any loss which the Purchaser may incur on that account, provided that the repurchase or, if there is an agreement to repurchase then such agreement, is made within six months from the date of such failure. The Contractor shall not be entitled to any gain on such repurchase made against default. The manner and method of such repurchases shall be at the discretion of the Purchaser, whose decision shall be final. It shall not be necessary for the Purchaser to serve a notice of such repurchases on the defaulting contractor. This right shall be without prejudice to the right of the Purchaser to recover damages for breach of contract by the Contractor.

13.5 Extension of time: As soon as it is apparent that contract dates cannot be adhered to, an application shall be sent by the Contractor to the Purchaser. If failure, on the part of the Contractor to deliver the stores in proper time has arisen due to any cause which the Purchaser may admit as a reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers fit to be justified by circumstances of the case, without prejudice to the Purchaser's rights to recover liquidated damages.

13.6 However, if the contractor fails to apply and secure extension of contract for delivery dates before effecting the delivery of the supplies against the contract, acceptance of such stores by the Purchaser will in no way prejudice the rights of the Purchaser to levy the liquidated damages for delayed deliveries nor will it entitle the contractor for payment of statutory levies that come into force after the expiry of the contract delivery dates.

14.0 ACCEPTANCE OF THE TENDERS:

Acceptance of tenders by the purchaser will be sent by fax, telegram, email, letter etc. within the validity of the date of the tender and such a fax, telegram etc. would then be followed by a formal purchaser order / contract. The tenderer whose offer is accepted will proceed with the execution of the contract on the basis of such advance acceptance of tender without waiting for a formal purchase order / contract, and will be responsible to seek and obtain whatever clarifications that are necessary from the purchaser to proceed with the execution of the contract without waiting for a formal purchase order / contract and delivery period will be reckoned from the date of the Letter of Indent.

15.0 DESPATCH OF STORES AFTER EXPIRY OF DELIVERY PERIOD:

If the execution of the contract is not completed by the Contractor within the specified delivery date, it is the responsibility of the Contractor to obtain extension of the delivery period. If the stores are dispatched by the Contractor before obtaining an extension he would be doing so at his risk and no claim for payment shall lie against the purchaser either in respect of the cost of the stores dispatched or any other expenses which the Contractor may have incurred. It shall be of no defense that the consignee has taken delivery of the stores dispatched by the Contractor without getting an extension letter and therefore the contract has been kept alive. The purchaser can reject the supply made by the firm for the reason that it has been made after the expiry of the delivery date and simultaneously return the dispatched documents to the firm. The purchaser may accept the stores in case it is still required by the user and extend the delivery date subject to applicability of denial clause and right to claim the damages for delay in supply.

16.0 MARKING:

16.1 Each package delivered under the contract shall be marked by the contractor at his own expense on three sides of the package and such markings shall be distinct and shall clearly indicate the description and quantity of stores, name and address of the consignee, gross and net weight of the package, name of the contractor, ultimate destination, port of discharge etc.

The marking shall generally be as under:

Name and address of the consignee	The Director, The Institute of Mathematical Sciences, CIT Campus, Taramani, Chennai-113.
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Contract Number and DateNo.....

Date:

Brief description of Goods

Weight

Dimension

Ultimate Destination

Port of Discharge

Package Number

- 16.2 Each package shall contain a packing note specifying the name and address of the contractor, the number and date of the contract/purchase order, name and address of the consignee, description of the stores and the quantity contained in such package.

17.0 TEST CERTIFICATE/DOCUMENTS FOR CLEARANCE:

- 17.1 Test Certificate and Guarantees: Test Certificate and Guarantees, if required by the Purchaser shall be obtained and furnished by the contractor without any additional cost.
- 17.2 The Contractor shall be responsible to make available to the Purchaser the documents which are essential for arranging customs clearance in India. The contractor shall arrange through his bank to have the documents airmailed to the Purchaser's bank without any delay. He shall also arrange to forward directly to the Director, Institute of Mathematical Sciences three copies of non-negotiable Bill of Lading or Airway Bill as the case may be, along with a copy of the invoice and packing list. If the Purchaser incurs any extra expenditure by way of penalty payable to the Port Trust authorities in India or any other such expenditure due to delay in receipt of shipping documents specified by him, the contractor shall be responsible for making good such extra expenditure incurred by the Purchaser.

18.0 CONTRACTOR'S LIABILITY FOR DEFECTIVE STORES:

For the entire warranty period after the stores have been accepted by the Purchaser, the Contractor shall be responsible for any defects that may be discovered therein notwithstanding that such defects could have been discovered at the time of inspection or any defects therein are found to have developed under proper use, arising from faulty materials, design or workmanship and the Contractor shall remedy all such defects as aforesaid at his own cost provided he is called upon within two months after the expiry of the warranty period from the date of acceptance thereof to do so, by the Purchaser who shall state in writing in what respect the goods are faulty and further if in the opinion of the Purchaser the defects are of such a nature that it is necessary to replace any defective stores, such replacement shall be made by the Contractor without any extra costs to the Purchaser. The decision of the Purchaser, as to whether or not the stores delivered are defective or any defect has developed within the said warranty period or whether the nature of defects warrant replacement shall be final, conclusive and binding on the contractor.

19.0 REMOVAL OF REJECTION:

Any stores delivered and rejected by the Purchaser, the same must be removed by the Contractor within fourteen days from the date of receipt of intimation of rejection. Such rejected stores shall lie at the Contractor's risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right either to return the rejected stores to the Contractor at the Contractor's risk by such mode of transport as the Purchaser may select or to dispose off and to appropriate such portion of the proceeds as may be necessary to cover any loss or expenses incurred by the Purchaser in connection

with the said sale. Freight to destination of stores rejected after examination at destination shall be recoverable from that Contractor at the Tariff Rate.

20.0 RECOVERY OF SUMS DUE:

Whenever any claim for the payment of, whether liquidated or not, arises out of or under this contract against the Contractor the Purchaser shall be entitled to recover the sum by appropriating, in part or whole, the security deposited by the Contractor. In the event of the security being insufficient or no security has been taken from the Contractor then the balance due is recoverable from the total sum or the sum which at any time hereafter may become due to the Contractor under this or any other contract with the Purchaser.

21.0 BANK CHARGES:

While the purchaser shall bear the bank charges payable to his Bankers, the Contractor shall bear the bank charge payable to his Bankers including the charges towards advising/amendments commissions.

22.0 LAW GOVERNING THE CONTRACT:

This contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of Indian Acts relating to Merchandise Marks and all the rules made under such Acts.

23.0 JURISDICTION:

The courts within the local limits of whose jurisdiction the Purchaser is located and purchase order is issued only shall have jurisdiction to deal with and decide any dispute arising out of this Contract.

24.0 PATENT INDEMNIFICATION:

- 24.1 The Contractor shall indemnify and keep indemnified the Purchaser from and against any and all claims, actions, costs, charges and expenses arising from or for infringement of patent rights, copy right or other protected rights of any designs, plans, diagrams, drawings in respect of the stores supplied by the contractor or any of the manufacturing methods or process adopted by the Contractor for the stores supplied under the contract.
- 24.2 In the event of any claim being made or action being brought against the Purchaser in respect of the matter referred above, the Contractor shall promptly be notified thereof and he shall at his own expense conduct all negotiations for the settlement of the same and any litigation that may arise there from.
- 24.3 In the event of any designs, drawings, plans or diagrams or any manufacturing methods or process furnished by the Contractor and their use thereof constitutes infringement of patent or any other protected rights, the contractor shall procure for the Purchaser, at no cost to the latter, the rights to continue using the same or to the extent it is possible to replace the same so as to avoid such infringement or modify them so that they become non-infringing but such modifications shall otherwise be to the entire satisfaction of the Purchaser.

24.4 The provision of this clause shall remain effective and binding upon the Contractor even after the completion, expiration or termination of the contract.

25.0 ARBITRATION:

- 1) In the event of any question, dispute or difference arising under these conditions or any condition contained in the Purchase Order or in connection with this contract, the same be referred to the sole arbitration of the Director, Institute of Mathematical Sciences or of some other person appointed by him.
- 2) Subject to aforesaid, the Arbitration and Conciliation Act, 1996 and the rule there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The Arbitrator shall have the power, to extend with the consent of the Purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in his absolute discretion may determine.

26.0 EXERCISING THE RIGHTS AND POWERS OF THE PURCHASER:

All the rights, discretions and powers of the Purchaser under the contract shall be exercisable by and all notices on behalf of the Purchaser shall be given by the Director, Institute of Mathematical Sciences or any other person or persons authorised to enter into contracts on behalf of the Director.

27.0 LANGUAGE:

All tenders shall be made in ENGLISH in the prescribed form attached. Tenders submitted in any language other than English must be accompanied by English translation.

28.0 AGENCY COMMISSION:

Commission payable to the tenderer's Agents in India, if any shall be included in the price. Name and address of the Agents and the percentage of commission payable to them and included in the price shall be clearly indicated. The commission will be paid directly to the Indian Agents in equivalent Indian currency after the installation, commissioning and acceptance of the material.

29.0 RUPEE PAYMENT:

If the equipment is imported by the Indian tenderers, they should submit their offer only in Indian rupees. The Contractor will import the equipment against their own license if any and purchaser will not take any responsibility for import of the equipment including provision of license. Indian firms submitting the offer on their behalf should quote only in Indian rupee. If payment is to be made in foreign currency the tender should be from the original manufacturer or on behalf of them by their authorised Indian agent.

30.0 PERFORMANCE BANK GUARANTEE:

After satisfactory execution of contract and acceptance of the stores by the user the Contractor shall furnish bank guarantee equivalent to 10% of the contract value towards

satisfactory performance of the stores supplied during the warranty period. This bank guarantee should be valid for two months beyond the warranty period. This bank guarantee should be furnished from SBI or any one of the nationalised banks or from reputed International bankers in the case of overseas Contractors as per the to be provided by the Purchaser. The bank guarantee should be exactly as per the format. Balance Payment along with installation and commissioning charges will be made only on receipt and acceptance of this bank guarantee.

31.0 CONDITIONAL DISCOUNT:

In case the tenderer offers any **conditional discount** with regard to acceptance of their offer within a specified period or for the specific payment terms, delivery, quantity etc. the purchaser will **not** take into **consideration** such conditional discount while evaluating their offer.

32.0 PAST PERFORMANCE:

If the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable for rejection by the purchaser.

33.0 CATALOGUES/TECHNICAL LITERATURE:

All necessary catalogues/drawings/technical literature data as are considered essential for full and correct evaluation of the offers shall invariably accompany the tender.

34.0 RESPONSIBILITY FOR COMPLETENESS:

Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary, are to be provided by the Contractor without extra charge and complete in all respects.

35.0 INSPECTION AND FINAL TESTS:

All tests necessary to ensure that the equipment supplied complies with the particulars and guarantees shall be carried out at such place or places as may be determined by the Purchaser.

36.0 INTIMATION ABOUT DELIVERY:

As soon as the equipment is ready for dispatch and before dispatch the contractor should intimate the purchaser regarding readiness of the stores for shipment and the same shall be dispatched only after obtaining specific shipping authorization from the purchaser. This shipping authorization will be one of the document for payment.

37.0 PAYMENT TERMS:

- 37.1 80% of the contract value (other than installation and commissioning charges) will be paid against receipted delivery challan, inspection report issued by purchaser, invoice in triplicate ,

shipping authorisation and satisfying installation & commissioning of the equipment.

37.2 Balance 20% along with installation and commissioning charges will be paid after satisfactory erection, commissioning and acceptance at the final installation station at Satopanth Glacier and an receipt of performance BG for 10% of the Contract Value.

38.0 DELAYS IN COMMISSIONING:

Wherever erection/installation and commissioning of the equipment is the responsibility of the Contractor as a term of the contract and in case the Contractor fails to carry out the erection/installation/ commissioning, as and when called upon to do so within the period specified by the Purchaser, the Purchaser shall have the right to get the erection/installation/commissioning done through any source of his choice. In such an event, the contractor shall be liable to bear any additional expenditure that the Purchaser may incur towards erection. The contractor shall, however, not be entitled to any gain due to such an action by the Purchaser.

39.0 INCOME TAX:

In respect of installation and commissioning charges claimed by overseas Contractors, they shall bear the income tax liability as per the rates prevailing at the time of undertaking the job in accordance with the income tax act in force in India, which at present is 10% of such charges.

40.0 TRAINING:

One day training program has to be orgnaised to demonstrate the functionality of all the items/components installed.