

Annexure – III



SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES
[Funded by the Department of Science & Technology, Government of India]
BLOCK JD, SECTOR III, SALT LAKE, KOLKATA- 700 098
PHONE: +91-(0) 33-2335 5706-08, 2335 3057/61, 2335 0312/1313
FAX: +91-(0) 33-2335 3477/1364
EMAIL: santosh@bose.res.in

TENDER TERMS & CONDITIONS

1. Earnest Money Deposit (EMD):

- a) Tenderers are required to submit an Earnest Money Deposit (EMD) in the form of Demand Draft in favour of “S. N. Bose National Centre for Basic Sciences”, payable at Kolkata. Bid without EMD will not be considered and shall be rejected. EMD should be enclosed with the technical bid only.
- b) EMD of unsuccessful bidder will be refunded without any interest whatsoever within 30 days after issue of purchase order to the successful bidder. EMD of the successful bidder will be returned without any interest whatsoever after receipt of performance Guarantee of **5%** of Purchase Order Value
- c) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender including extended period, if any. Further, if the successful tenderer fails to furnish the required performance guarantee within the specified period, its EMD will be forfeited.

2. Performance Guarantee (PG):

- a) 5% certified value of the bill will be retained as Performance Guarantee till expiry of warranty period. PG will cover the period of warranty/guarantee and will remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty/guarantee obligations.
- b) PG will be refunded to the supplier without any interest whatsoever after it duly performs and completes the contract in all respects within 60 days of completion of all such obligations under the contract. In case the time for completion of work gets enlarged, the validity period of PG will get extended accordingly to cover such enlarged time for completion of work.
- c) PG will be forfeited and credited to the Centre’s account in the event of any breach of contractual obligations by the supplier.

3. Delivery & Installation: The whole work should be completed within the time limit mentioned in the P.O. Thereafter LD clause for both delay in delivery of material and delay in installation and commissioning of work will be applicable.

4. LD Clause:

- a) If the supplier fails to deliver any or all the goods or to perform services like installation, erection, testing, commissioning or other allied works on or before specified time period mentioned in the purchase order or extended date of completion time granted by the Centre if any, he shall, without prejudice to any other right or remedy available under the law to the Centre on account of such breach, pay as agreed compensation the amount calculated at the rate stipulated below:
- b) LD Clause for delay of delivery, installation, testing, commissioning or other allied works will be as follows:-
0.5% of delivered price of delayed goods (or services) for each week or part thereof subject to maximum 10% of contract value.



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5. Arbitration:

- a) In case of any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.
 - b) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration under the clause.
 - c) It is a term of the contract that the cost of arbitration will be borne by the parties themselves.
 - d) The venue of the arbitration shall be at KOLKATA.
 - e) Subject to as aforesaid the provisions of the Arbitrations and Conciliation Act 1996 and any statutory modification or reenactment thereof rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
6. The contract shall be deemed to have been entered at Kolkata and all causes of actions in relation to the contract will, therefore, be deemed to have arisen within the Ordinary Original Jurisdiction of High Court, at Kolkata, and shall be deemed to have taken effect from (date) when the purchase order for the goods was issued to the contractor.

7. Termination of Contract for Default:

- i) 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 in part:
 - a) If the supplier fails to deliver any or all of the goods within the time period specified in the contract or any extension thereof granted by the purchaser; or
 - b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchase.
- ii) In the event the purchaser terminates the contract in whole or in part; the purchaser 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, goods similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of contract.
 - c) however, the supplier shall continue to perform the contract to the extent not terminated.

8. Termination of Contract for Insolvency:

If the supplier becomes bankrupt or otherwise insolvent, the purchase may, at any time, terminate the contract, by giving written notice to the supplier, 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.



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9. Force Majeure Clause:

- i) For the purpose of this clause, Force Majeure means an event or situation beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- ii) 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 occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii) If the performance in whole or in part or any obligation under this 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 repercussion on either side.

10. Extension of Time:

- i) The supplier shall deliver the goods and complete performance of service on or before specified time period mentioned in purchase order.
- ii) If, at any time during the contract period, supplier encounters situation impeding timely delivery of goods and timely completion of service, it will promptly notify the purchaser in writing of the fact of delay, its likely duration and its cause. After receipt of supplier's notice, the purchaser will evaluate the situation and may, at its discretion, extend time for completion of work with or without penalty as per clause 9. If the purchaser agrees to extend time for delivery of goods or time for performance of service, the same may be done by issue of amendment letter with suitable amendment of the contract.
- iii) Other than situation mentioned in clause 9, clause 10 (ii) and clause 4 will be imposed for delay in delivery of goods or for delay in completion of service.

Please submit this with tender document duly sealed and signed as an acceptance of the above mentioned terms & conditions.

Seal, Signature of bidder with date