



जवाहरलाल नेहरू उन्नत वैज्ञानिक अनुसंधान केंद्र

जक्कूर, बेंगलुरु - 560064 कर्नाटक, भारत

विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार के अधीन एक स्वायत्त संस्थान
सम विश्वविद्यालय संस्था

Jawaharlal Nehru Centre For Advanced Scientific Research

Jakkur, Bengaluru - 560064 Karnataka, INDIA

An autonomous institution under Department of Science and Technology, Govt. of India.
An Institution Deemed-to-be-University



NOTICE INVITING TENDER

FOR

“1 Gbps INTERNET LEASED LINE CONNECTIVITY”

No: JNC/PUR/PI2-110/COMPLAB/22-23/25/WO Dated 22.8.2022

(K. Bhaskara Rao)
Sr. Stores & Purchase Officer



Jawaharlal Nehru Centre for Advanced Scientific Research
Jakkur Post, Bengaluru – 560 064, India
(A Deemed University Under Depat. Of Science & Technology, Govt. of India)
Tel #: 00 91 80 22082750
Email: purchase@jncasr.ac.in
Website: www.jncasr.ac.in

Notice Inviting Tender

No: JNC/PUR/PI2-110/COMPLAB/22-23/25/WO

Date: 22.8.2022

Sealed Tenders (Two cover system) are invited from the reputed Vendors, for the '1 Gbps INTERNET LEASED LINE CONNECTIVITY' at JNCASR, Jakkur Campus as per Specifications and other terms and conditions.

The last date for submission of the sealed tenders is 12th September 2022 on or before 3.00 P.M

Technical Bids will be opened on 12th September 2022 at 4.00 P.M.

The date of opening of Commercial Bids will be announced later.

1. The address for submission of bids and for obtaining further information:

Senior Stores & Purchase Officer

Jawaharlal Nehru Centre for Advanced Scientific Research
Jakkur PO, Bengaluru – 560064
Tel #: 00 91 80 2208 2976 / 2756
Email: purchase@jncasr.ac.in

2. The bidding documents can be downloaded directly either from [website: www.jncasr.ac.in](http://www.jncasr.ac.in) or <https://eprocure.gov.in/epublish/app>
3. Bid security declaration as per format enclosed must be furnished on your letter head.
4. All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
5. The President, JNCASR, Bengaluru, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.



6 For price bid, please use the Price Bid format.

Submission of Proposal:

The proposal should be submitted in two **sealed covers** both for technical and commercial separately. One containing sealed Technical Bid and the other one a sealed Price Bid. The bidder name, the nature of the envelop (either technical bid or price bid) must be clearly mentioned on top of each of the envelope. The sealed proposals must be addressed to Senior Stores & Purchase Officer, Jawaharlal Nehru Centre for Advanced scientific Research, Jakkur, Bengaluru 560 064.

Technical Cover: Should contain the technical specifications of the Facility Management Services being offered with complete details.

- All the commercial terms and conditions of the offer
- Compliance statement for the tendered specifications with indication of evidence for the claims made.
- Information of service support.
- Bid Security Declaration
- Price Bid format without price information.

Price Bid should contain:

- Bill of quantities with price information. Breakups should be given to all line items.
- Taxes and Duties
- Commercial terms and conditions

NOTE: Tenders without signature of vendors on each page would be summarily rejected.

Important Terms & Conditions:

Acceptance of the Contract: Immediately after the P.O. date

Payment: Payment will be made to the Contractor after completion of every 3 months period (quarterly).

Vendors are required to submit their claim with proper service report.



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CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into 8 parts as under:

Sl. No.	Name of the Part
1	Instructions to Bidder (ITB)
2	General Conditions of Contract (GCC)
3	Special Conditions of Contract (SCC)
4	Technical Specifications (Annexure –K)
5	Qualification requirements
6	Price Bid Format (Annexure – F)
7	Other Forms - Annexures



INSTRUCTIONS TO BIDDERS

A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

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 service to be purchased under this Invitation of Bids.
- 1.1.3. Bidders who fulfill the pre-qualification/eligibility criteria mentioned will be considered for technical evaluation

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. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	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.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.



(d)	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.
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- 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.

B. The Bidding Documents

1.4 Cost of Bidding Documents

- 1.4.1. Interested eligible bidders may download the bidding documents as indicated in the Invitation for bids.

1.5 Content of Bidding Documents

- 1.5.1. The services 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 at the Purchaser's address specified in the Special Conditions of Contract (SCC). 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 due date 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 Due date 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 who are expected to take cognizance of the same before formulating and submitting their bids.

1.7 Amendment of Bidding Documents



- 1.7.1. At any time prior to the due date 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 cable or by fax, 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 formulating and 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 formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the purchaser.

C. 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.
- 1.8.2. The Supplier shall bear all costs of translation, if any, to the English language and bear 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:

(a)	Bidder Information Form
(b)	Bid security (Declaration) as specified in the Invitation to Bids
(c)	Service support details form
(d)	Performance Statement Form
(e)	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
(f)	Applicable Price Schedule Form

1.10 Bid form and price schedule

- 1.10.1. The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with **ITB Clause 1.18.3** of the bidding documents.

1.11 Bid Prices



- 1.11.1. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the services it proposes to provide under the contract.
- 1.11.2. The price quoted shall remain fixed during the **bid evaluation/contract period** and shall not vary on any account. No escalation of prices is permitted.
- 1.11.3. 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.
- 1.11.4. The quotation should be only in Indian Rupees.
- 1.11.5. All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

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 bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 1.13.2. The documentary evidence of the bidder's qualification to perform the contract, if the bid is accepted, shall establish to the purchaser's satisfaction that:
- 1.13.3. Conditional tenders shall not be accepted.

1.14 Documents Establishing service Eligibility and Conformity to Bidding Documents

- 1.14.1. To establish the services eligibility, the documentary evidence of the 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 services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

(a)	A detailed description of the essential technical and performance characteristics of the goods;
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- 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



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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 Declaration

- 1.15.1. The Bidder shall furnish, as part of its bid, a Bid Security Declaration on their letter head.
- 1.15.2. Bids submitted without Bid Security declaration will stand rejected.
- 1.15.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 1.15.4. The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.5. The bid security of unsuccessful bidder will be discharged / returned as promptly as possible, positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later.
- 1.15.6. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest.
- 1.15.7. 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.
- 1.15.8. The bid security may be forfeited:

(a)	If a Bidder withdraws or amends or modifies 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. Such bidder's bid will be returned unopened if they do not extend the validity of the bid as requested by JNCASR. 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 as two-bid as specified in the Invitation for Bids.
- 1.17.2. The original and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 1.17.3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission and sealing of Bids

1.18 Submission, Sealing and Marking of Bids

- 1.18.1. The bidders may submit their duly sealed bids generally by post or by hand.
- 1.18.2. In the case of bids invited, the Bidders shall seal the original in inner envelopes, duly marking the envelopes as "original". The envelopes shall then be sealed in an outer envelope.
- 1.18.3. The main envelope (original) which will contain both the bids should be super scribed with our tender Enquiry No. JNC/PUR/PI2-110/COMPLAB/22-23/25/WO, dated 22.8.2022 due on 12th September 2022 and to be submitted to the address given below so as to reach on or before 3.00 P.M. (IST).

**The Senior Stores & Purchase Officer
Jawaharlal Nehru Centre for Advanced Scientific Research
Jakkur Post
BENGALURU – 560064.**

The envelopes must be super-scribed with the following information:

a)	Tender Reference Number
b)	Due Date
c)	Name of the Vendor

Envelope No. 1 : Shall contain "Technical Bid" and Bid Security Declaration, etc. as per Clause 1.9.1 (a –f).

The technical offer **should not contain any price information.** Price information, if found in the Technical Bid, such bid will be rejected.



The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets, etc. should be submitted in loose form. Please indicate page nos. on your quotation e.g. if the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.

The Technical Offer should comprise of the following:

a)	Tenders, which are submitted without following the two-bid offer system, will summarily be rejected.
b)	The technical bid should contain commercial terms with reference to the tender
c)	The technical offer should be complete to indicate that all services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. Unsigned Tenders will be rejected. Failure to comply with this requirement may result in the bid being rejected
d)	Bid Security declaration should be part of the technical bid.
e)	Documentary evidence showing the Vendors qualification (vendor's criteria) to be submitted with this cover.

Envelope No. 2: Shall contain "Commercial Bid" with individual prices of all items.

- 1.18.4. The inner and outer envelopes shall be addressed to the Purchaser indicated in the Special Conditions of Contract (SCC).
- 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 of the submitted bid. 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 Sr. Stores & Purchase Officer before expiry of the due date and time of opening of the bids.
- 1.18.6. Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the Tender opening Committee without disclosing the price.

1.19 Due date for Submission of Bids

- 1.19.1. Bids must be received by the Purchaser at the address specified in SCC not later than the time and date specified in tender. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 1.19.2. The Purchaser may, at its discretion, extend the due date 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 due date will thereafter be subject to the due date as extended.

1.20 Late Bids



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- 1.20.1. Any bid received by the Purchaser after the due date for submission of bids prescribed by the Purchaser will be rejected.
- 1.20.2. Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.21 Withdrawal, substitution and Modification of Bids

- 1.21.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with **ITB Clause 1.18** duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.17.4** (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a)	Submitted in accordance with ITB Clauses 1.17 and 1.18 (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 due date prescribed for submission of bids, in accordance with ITB Clause 1.19 .

- 1.21.2. Bids requested to be withdrawn in accordance with **ITB Clause 1.21.1** shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

- 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 case of two-bid, 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 "MODIFICATION" shall be



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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.

- 1.22.3. 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 schedule form would however be announced only at the time of opening of Priced-bids in the case of two-bid system.
- 1.22.4. Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.22.5. 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 Preliminary Examination

- 1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
- 1.25.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not



meet the basic requirements, are to be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and to be ignored, during the initial scrutiny :

i)	The Bid is unsigned
ii)	The Bidder is not eligible
iii)	The Bid validity is shorter than the required period
vi)	Bidder has not agreed to give the required performance security
v)	Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
vi)	The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

- (b) Bid Form and Price Schedule Form, in accordance with **ITB Clause 1.10**. In case of two-bid system these forms shall be examined after opening of the price bids of the technically qualified bidders.

1.26 Responsiveness of Bids

- 1.26.1. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and conditions of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Services specified in the Contract;
	OR
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract;
	OR
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 1.26.2. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.26.3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.27 Non-Conformity, Error and Omission

- 1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.



1.27.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.27.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.27.4. Provided that a bid is substantially responsive, the Purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28 Examination of Terms & Conditions, Technical Evaluation

1.28.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.28.2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.14**, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.28.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

1.30 Evaluation and comparison of bids

1.30.1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.30.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.30.3. The bids shall be evaluated on the basis of final landing cost.



1.31 Comparison of Bids

- 1.31.1. The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with **ITB Clause 1.30**.

1.32 Contacting the Purchaser

- 1.32.1. 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.
- 1.32.2. 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.

1.33 Post qualification

- 1.33.1. 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 1.13**.
- 1.33.2. 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.
- 1.33.3. 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.

F. Award of contract

1.34 Negotiations

- 1.34.1. There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.35 Award Criteria

- 1.35.1. Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

1.36 Purchaser's right to vary Quantities at Time of Award

- 1.36.1. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price



or other terms and conditions. Further, at the discretion of the Purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

1.37 Purchaser's right to accept any Bid and to reject any or All Bids

- 1.37.1. 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.

1.38 Notification of Award

- 1.38.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.39 Signing of Contract

- 1.39.1. Promptly after notification, the Purchaser shall send the successful Bidder the Agreement.
- 1.39.2. Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

1.40 Order Acceptance

- 1.40.1. The successful bidder should submit Order Acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant.
- 1.40.2. The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of Order Acceptance and submission of Performance Security (PS). Even after extension of time, if the Order Acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall 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 shall not be considered again for re-tendering in the particular case.



1.41 Performance Security

- 1.41.1. Within 21 days of receipt of the notification of award / PO, the Supplier shall furnish performance security of **3%** of Purchase Order value in the amount specified in SCC, valid till 60 days from the date of completion of the project. 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 BS should be kept valid till such time the PS is submitted.
- 1.41.2. 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.
- 1.41.3. 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.
- 1.41.4. 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 Foreign Bank with preferably its operating branch in India in the form provided in the bidding documents.
	OR
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser

- 1.41.5. 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.
- 1.41.6. 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.
- 1.41.7. Whenever the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.



CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

Clause No.	Contents
2.1	Definitions
2.2	Contract Documents
2.3	Fraud and Corruption
2.4	Joint Venture, Consortium or Association Amalgamation/Acquisition etc.
2.5	Scope of Supply
2.6	Suppliers' Responsibilities
2.7	Contract price
2.8	Copy Right
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2.10	Standards
2.11	Use of Contract Documents and Information
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2.13	Performance Security
2.14	Documents
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2.16	Terms of Payment
2.17	Change Orders and Contract Amendments
2.18	Assignment
2.19	Subcontracts
2.20	Extension of time
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2.24	Termination for insolvency
2.25	Termination for Convenience
2.26	Settlement of Disputes
2.27	Governing Language
2.28	Applicable Law
2.29	Notice
2.30	Taxes and Duties
2.31	Right to use Defective Services

Note: The General Conditions of Contract shall form the part of purchase order / contract.



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A. GENERAL CONDITIONS OF CONTRACT

2.1 Definitions

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

Sr. No.	Words / Expressions	Meaning
(a)	Contract	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	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	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	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	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	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	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)	Purchaser	Jawaharlal Nehru Centre for Advanced Scientific Research as specified in SCC
(m)	The final destination	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	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	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III.	Collusive practice	A scheme of arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV.	Coercive practice	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/Amalgamation/Acquisition etc.

- 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.

2.4.2. Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e., supply,



installation, commissioning, warranty, maintenance/replacement of spares, accessories, etc. While submitting your bid, you may confirm this condition

2.5 Scope of Supply

2.5.1. The Services to be provided 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 Copy Right

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

2.9.2. 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 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 2.12.2, 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 (PS)

2.13.1 Within **21 days** of receipt of the notification of award of Contract / Purchase Order, 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 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.

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 Acceptance/PS is 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 Documents

2.14.1 As per Annexure – K

2.15 Incidental Services

The supplier may be required to provide any or all of the services, including training, if any, as specified in **Clause-4.5**.

2.16 Terms of Payment

2.16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.



- 2.16.2 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.
- 2.16.3 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.
- 2.16.4 Payment shall be made in currency as indicated in the contract.

2.17 Change Orders and Contract Amendments

- 2.17.1 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.
- 2.17.2 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.
- 2.17.3 **E-Payment:** All payments, JNCASR prefers to make Electronic Transfers through Canara Bank, IISc Branch, Bangalore in case of indigenous item.

2.18 Assignment

- 2.18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract to any third party, except with the Purchaser's prior written consent.

2.19 Subcontracts

- 2.19.1 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.

2.20 Extension of time

- 2.20.1 Performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 2.20.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely 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.



2.20.3. Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the 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.

2.21 Penalty clause

2.21.1. 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.

2.22 Termination for Default

2.22.1. 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.

2.22.2. 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.



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2.23 Force Majeure

- 2.23.1. 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.
- 2.23.2. 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.
- 2.23.3. 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.
- 2.23.4. 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.

2.24 Termination for Insolvency

- 2.24.1 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.

2.25 Termination for Convenience

- 2.25.1. 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.
- 2.25.2. The Goods that 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 materials and parts previously procured by the Supplier.



2.26. Settlement of Disputes

2.26.1. 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.

2.26.2. 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. .

2.26.3. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	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 President, JNCASR 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.
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2.26.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.26.5. Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b)	the Purchaser shall pay the Supplier any monies due the Supplier.

2.27. Governing Language

2.27.1. 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.

2.28. Applicable Law / Jurisdiction

2.28.1. 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.



2.29. Notices

- 2.29.1. 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.
- 2.29.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.30. TAXES AND DUTIES

- 2.30.1. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its work completion.
- 2.30.2. 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.
- 2.30.3. All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.
- 2.30.4. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period in case AMC is awarded
- 2.30.5. Mention the charges for comprehensive maintenance contract separately in Commercial bid (for post warranty period).

Note: The General Conditions of Contract shall form the part of Contract.



B. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Special Condition of Contract (SCC)
GCC 2.1.1(l)	The Purchaser is: Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India
GCC 2.1.1(m)	Campus where service to be rendered: Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India
GCC 2.13.1	Performance Security The amount of the Performance Security shall be 3% of the contract value , should be valid during the period of contract.
GCC 2.21.1	Payment Details: The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
GCC 2.27.1	Liquidated Damages / Penalty Clause (a) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable /enforced (b) If the supplier fails to perform the service as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier (c) JNCASR reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit (d) The maximum amount of penalty shall be 10%. (e) The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.34.1	Applicable Law / Jurisdiction The place of jurisdiction is Bengaluru, India.
GCC 2.35.1	Notices For notices , the Purchaser's address is The President Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India



MSME/NSIC vendors will get all statutory benefits if valid documents are produced in the tender. Purchase preference as per Rules will be allowed.

To be filled by the bidder and enclosed with the Technical Bid.

SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify **the time frame required (Schedule) for delivery of goods and services to be completed** by the bidder in reference to Scope of Supply in Clause-4.2 if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

A) Delivery Schedule:

Sl. No.	Brief Description of Goods and Services		Delivery Schedule

Period of delivery shall start from : _____

B) Term of delivery / Delivery Term :

Goods from Abroad	
Goods from India	

Place : _____

Signature of the Bidder: _____

Date : _____



ANNEXURE – K

TECHNICAL SPECIFICATION FOR ISP

Bidder – Direct Internet Access

1. Network Monitoring:

Bidder has a 24x7-support central helpdesk at Chennai, which will provide round-the-clock monitoring, fault reporting and maintenance action of the Bidder Network. The helpdesk can be reached by any one of the Telephone or e-mail.

2. Gateway / Backbone Link Utilization:

Bidder currently has Multiple International Gateway's on fiber for Internet. Apart from International Gateways, Bidder also has Points of Presence (PoPs) at 250+ other cities where Internet connectivity is provided through the Bidder backbone. Bidder also provides PoP level redundancy in major locations to ensure high availability. Bidder monitors bandwidth utilization for each of the Gateway and backbone links in the Bidder network, with the objective of determining the necessary bandwidth to maintain Service quality. Bidder's network design policy is to commence the initiation of a capacity upgrade for any backbone link in the Bidder Internet backbone network when a backbone link reaches a sustained utilization above seventy five (75%) for more than four (4) consecutive hours over a period of seven days in a row.

3. Packet Loss:

- 3.1 Bidder's target objective for packet loss across the Bidder backbone (backbone meaning in-country links, applicable if in case the customer link has been provisioned through a in-country link) and the Internet backbone (meaning Gateway link to the Internet till the peering point) is measured on an average for every 5 minutes with samples of ten (10) ICMP probes of size hundred (100) bytes each,. Refer to **Annexure 1B and 1C** for Bidder packet loss commitments.
- 3.2 Bidder-confirmed packet loss is the measurement of packet loss attributable to the Bidder Internet connection, i.e., from the Customer assigned router interface on the Bidder Internet backbone network up to and including the port to which Bidder's service provider terminates Bidder's Internet connection (peering-point). Bidder will not be responsible for packet loss due to congestion on the Customer access link.



3.3 Bidder will endeavor to work with the Customer to reduce packet loss exceeding the target objective, provided that:

- A trouble ticket is filed with Bidder
- Customer provides Bidder with applicable packet loss statistics
- Bidder can confirm that it has control over the network resources it believes are causing the packet loss
- If insufficient information is provided, Bidder reserves the right to close the trouble ticket without further investigation

3.4 Packet loss, as defined above in Sections 3.1, that is observed by the Customer and confirmed by Bidder as greater than the committed value (as defined in **Annexure 1B and 1C**) and persists for twenty-four (24) hours after a trouble ticket is filed, will be considered a Service Degradation, not a Service Outage. Packet Loss observed by customer and confirmed by Bidder, that exceeds five percent (5%) on average per month will be considered as service outage.

3.5 Bidder will use reasonable commercial efforts to resolve service problems with Customer after the trouble ticket is filed with Bidder's Helpdesk within six (6) hours after the particular incident of Service Degradation or Service Outage occurs. Bidder will examine its own packet loss data, and will provide applicable diagnostics to Customer as part of the trouble ticket resolution process. The trouble ticket will be closed when packet loss as observed by Bidder no longer falls within the Service Degradation or Service Outage criteria as defined in **section 3.4**.

4. Latency:

Round trip delay will be measured by computing the average round trip delay for ten (10) ICMP probes of hundred (100) bytes each (ICMP probes are only sent subsequent to an acknowledgment being received for the previous probe).

The latency between the Bidder router port (interfacing with the Customer network) and the router port at Bidder's Peering point will not exceed the committed values as mentioned in **Annexure 1B, & 1C**.

5. Availability

Availability in the Bidder backbone is measured as follows-

$$\text{Availability (in \%)} = \frac{(\text{Total no of Hours in a Quarter} - \text{Total Outage Hours in a Quarter})}{(\text{Total No of Hours in a Quarter})} \times 100\%$$



The target availability objective per month for Bidder's Internet connection and its backbone network in the country (excluding unavailability due to scheduled maintenance) will be as defined in **Annexure 1A, 1B, & 1C**.

6. Service Outage Definition

A Service Outage shall mean an incident when Service is:

- a) Unavailable for at least five continuous (5) minutes in duration, and falling below the availability Criteria defined in **Annexure 1A, 1B, & 1C OR** packet loss as defined in **section 3.4**.
- b) Unavailable due to a failure on the underlying Bidder Internet backbone network or international transmission facilities that are directly procured by Bidder and which are used to provide connectivity from the Customer's router to Bidder's router on which the Customer is directly connected, and which is not caused, directly or indirectly, by a negligent act or omission of the Customer.

Service Outage shall not include any service outage or interruption resulting from maintenance actions requested by or attributed to the Customer, nor from scheduled or routine Bidder maintenance operations. Bidder will notify the Customer five(5) days in advance of a scheduled maintenance period. Bidder will make a reasonable effort to schedule maintenance at a time agreeable to the Customer. A single maintenance period will not exceed two (2) hours

Service Outage shall also not include any service outage or interruption resulting from emergency or general maintenance that lasts for five (5) minutes or less. Bidder will not directly notify Customer in advance for such short-duration maintenance. Bidder will use its best efforts to limit such occurrences. In addition, Bidder will undertake short-duration, general maintenance during defined maintenance windows. Please refer to **Annexure 4** for details on Service outage credits.

7. Service Commencement Date

Bidder shall take the Service deemed to have been accepted for the purpose of commencement of billing, if customer sends the acknowledgement for the successful delivery of service, or / otherwise does not report any Fault of Severity Level 1 to Bidder within forty-eight (48) hours from the Date of provisioning.

8. Customer Obligations.

- a) **Customer Undertakings.** The Customer represents warrants and agrees that it will not use, nor authorize, assist or permit any User or third party to use, the Service:



[Handwritten signature]

- (i) in violation of any applicable laws or regulations or with all policies and instructions communicated by Bidder.
- (ii) for any unlawful, fraudulent or immoral purpose, including, without limitation, the transmission of any Content in violation of applicable laws
- (iii) to tamper with, alter or change the Service or the Bidder's Facilities, or otherwise abuse the Service in any manner that interferes with Bidder's Facilities or the use of Service by any other person.

b) **Rights to Suspend.** If Bidder reasonably believes that there is, or is likely to be, a breach of any of the Customer's obligations hereunder, Bidder may, in its sole discretion, immediately restrict or suspend all or a portion of the Service or prevent the display or transmission of Content, without any liability to the Bidder, and then notify the Customer of such action and the reason for it. Bidder will attempt to provide such notification to the Customer prior to taking such action if, in Bidder's judgment, it can do so without interfering with its ability to prevent the breach from occurring or continuing.



a) Annexure - 1A

Value Connect

Bidder will provide the following commitments for its **Value Connect** Internet Services:

ISP	
Service feature	Value
Contention	Un Contended (1:1)
Max bandwidth	10 Mbps
Min bandwidth	128 Kbps
SLA Parameters	
Latency - US-NY	
Tier 1	325
Tier 2	350
Tier 3	375
Latency – International	
US-LA	Not Applicable
UK	Not Applicable
SNG	Not Applicable
HK	Not Applicable
Service Availability	
	(From Bidder's POP to POP)
Tier 1	99.90%
Tier 2	99%
Tier 3	98%



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Packet Loss (Tier 1 POP only)	$\leq 1.0\%$
----------------------------------	--------------

Service availability is calculated based on outage duration of reported events, as documented in trouble tickets. It is not a proactive measure or an automatic credit and is not reported online on the enterprise customer support portal.

** Service Availability is calculated POP to POP and is averaged over a billing quarter*

*** Latency and packet loss are applicable up to 75% of full load conditions.*



b) Annexure 1B

Premium Connect

Bidder will provide the following commitments for its **Premium Connect** Internet Services:

ISP	
Service feature	Premium
Contention	Un Contended
Max bandwidth	No Limit
Min bandwidth	4 Mbps
SLA Parameters	
Latency - US-NY	
Tier 1	280
Tier 2	311
Tier 3	320
Latency – International	
US-LA	310
UK	200
SNG	120
HK	140
Service Availability	(From Bidder's POP to POP)
Tier 1	99.99%
Tier 2	99.90%
Tier 3	99.50%



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Packet Loss (Tier 1 POP only)	$\leq 0.5\%$
----------------------------------	--------------

Service availability is calculated based on outage duration of reported events, as documented in trouble tickets. It is not a proactive measure or an automatic credit and is not reported online on the enterprise customer support portal.

** Service Availability is calculated POP to POP and is averaged over a billing quarter.*

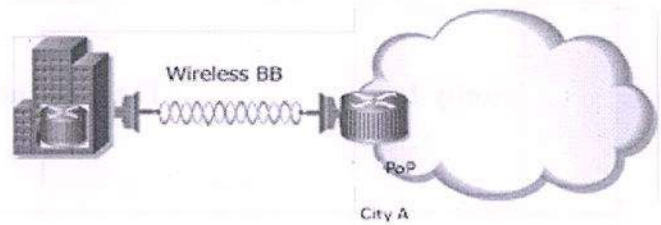
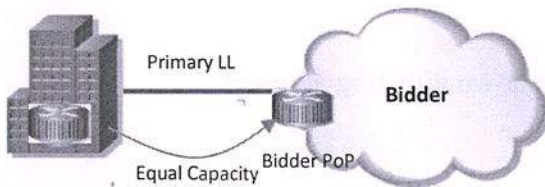
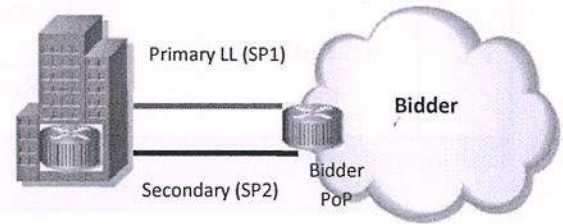
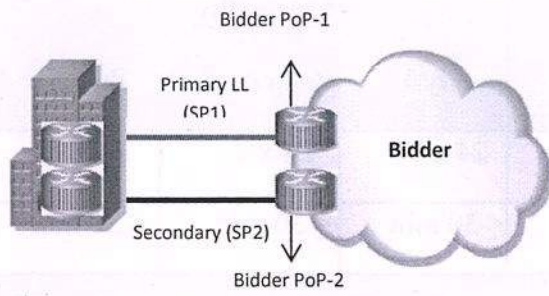
*** Latency and packet loss are applicable up to 75% of full load conditions.*



Annexure 2 – Last Mile Availability Matrix

Location Type	Locations	Dual Last mile from two provider terminating on Dual Bidder POP and Dual CPE *	Dual Last mile from two provider terminating on Dual Bidder POP and Single CPE *	Dual Last mile from two provider terminating on Single Bidder POP and Single CPE	Primary Leased line terminating on Bidder PoP with equal capacity ISDN backup as secondary **	RF Link
Tier 1	Kolkata , Ahmadabad, Mumbai, Pune, Chandigarh, Delhi, Ludhiana, Gurgaon, Lucknow, Hyderabad, Bangalore, Chennai, Cochin	$\geq 99.93\%$	$\geq 99.5\%$	$\geq 99.5\%$	$\geq 99\%$	$\geq 99.5\%$
Tier 2	Aurangabad, Bhopal, Bhubaneswar, Calicut, Cochin, Coimbatore, Guwahati, Indore, Jaipur, Jamnagar, Jamshedpur, Kakinada, Kanpur, Madurai, Mangalore, Nagpur, Nasik, Panaji, Patna, Pondicherry , Rajkot, Surat, Tiruchchirappalli, Trivandrum, Vadodara, Varanasi, Vijayawada, Vishakhapatnam	N/ A	N/ A	$\geq 99.5\%$	$\geq 99\%$	$\geq 99.5\%$
Tier 3	All others than Tier1 and Tier2 locations	N/ A	N/ A	N/ A	N/ A	$\geq 99\%$





****Dual PoP connectivity is not applicable for Tier 1 cities Kolkata and Cochin.***

*****In the case of ISDN being used as the backup mechanism, it would be the sole responsibility of the customer to maintain the ISDN connection and Bidder will not be responsible for the ISDN connection at the customer end in any way***

****** This is subject availability of Power at installation location, access to CPE and force majeure***



Support & Response Times



c) **Annexure 4**

1. Service Outage Credits:

1. Service Outage Credits are granted if the Bidder Internet backbone network availability or packet loss falls below the target objective, as defined in **Clause 6**. For all Service Outage incidents verifiable by Bidder, Service Outage Credits will be granted for outages in excess of five minutes.
2. If the availability of the Service falls below the target availability for a month as defined in **Annexure 1A, 1B, 1C & Annexure 2** by one percent (1%), then a service credit of one percent (1%) of the quarterly access charge (quarterly recurring charge is computed by dividing the Annual Recurring Charge by Four) will be granted, subject to a maximum of five percent (5%) of the quarterly recurring charge,

OR

If a Service outage occurs on account of high packet loss as defined in **Section 3.4** by one percent (1%), then a service credit of one percent (1%) of the quarterly access charge (quarterly recurring charge is computed by dividing the Annual Recurring Charge by twelve) will be granted, subject to a maximum of five percent (5%) of the quarterly recurring charge.

3. If an incident affects the performance of the Service and results in a period of Network Unavailability and/or packet loss, entitling customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied.
4. Bidder will apply Service Outage credits in the following quarter. In no event shall Bidder's liability for Service Outage Credits exceed five percent (5%) of the quarterly recurring charge (quarterly recurring charge as defined above).
5. The granting of Service Outage credits is contingent upon the Customer having opened a trouble ticket with Bidder's Helpdesk within four (4) hours after the Service Outage occurs. The duration of the Service Outage period will be determined at the sole discretion of Bidder, based upon Bidder's internal records and the above-noted trouble ticket. If the Customer does not notify Bidder's Helpdesk within four (4) hours after the Service Outage occurs, the Service Outage will be considered to begin when the trouble ticket is opened with Bidder's Helpdesk.

2. General terms

The following SLA terms apply to Tier 1, Tier 2 & Tier 3 PoP locations:

- d) SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges.
- e) If an incident affects the performance of the Service and results in a period of Network Unavailability and/or or a period of Service Unavailability, entitling customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied.



- f) As a condition of entitlement to SLA credits, customer shall cooperate with Bidder in addressing any reported Service problems.
- g) SLA credits are applied only upon customer's written request, which must be submitted within 45 business days of the end of the quarter in which entitlement to an SLA credit arose.
- h) All approved SLA credits claimed by customer for a given quarter will be totaled and applied to customer's next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.
- i) No SLAs apply to newly installed services or to Service reconfigurations requested by customer, until five business days after (i) the Service Commencement Date or (ii) completion of the Service reconfiguration, as applicable.
- j) SLA credits provided for in these terms and conditions are customer's exclusive remedy with respect to items covered in these terms and conditions.

3. Exclusions

No SLA credit shall apply to the failure of the Service to comply with an SLA, or to any period of Network or Service Unavailability, caused, in whole or part, by any of the following:

- a) A failure of customer's premises equipment or equipment of a customer's vendor.
- b) A failure in local access facilities connecting the customer to Bidder's network, which are not provided by Bidder.
- c) Any act or omission of customer or any third party (including but not limited to, customer's agents, contractors or vendors), including, but not limited to (i) failing to provide Bidder adequate access to facilities for testing, (ii) failing to provide access to customer premises as reasonably required by Bidder (or its agents) to enable Bidder to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by Bidder, or otherwise preventing Bidder from doing so, or (iv) any act or omission which causes Bidder to be unable to meet any of the SLA's.
- d) Customer's negligence or willful misconduct, which may include customer's failure to follow agreed-upon procedures.
- e) Any scheduled maintenance periods when customer has been informed of such maintenance; or disconnection or suspension of the Service by Bidder pursuant to a right to do so under the Master Agreement or these terms and conditions.

For any clarification, you may contact Computer Lab on 22082779.



ANNEXURE – A**Bidder Information Form**

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No : [insert number from Invitation for bids]

Z

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____



BID SECURITY FORM

Whereas _____
(hereinafter called the tenderer) has submitted their offer dated _____
the supply of _____
(hereinafter called the tender)

Against the Purchaser's Tender No. _____
KNOW ALL MEN by these presents that WE _____
of _____ having our
registered office at _____ are bound unto _____
(hereinafter called the "Purchaser") In the sum of _____

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day
of _____ 20 _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(3)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the

Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.



ANNEXURE – C**PART – II**
(Refer Clause 1.25 of Tender Document)

Sl. No.	TENDER REQUIREMENT	COMPLIANCE	Document Submitted
1	Bid is Signed	Yes / No	Yes / NA
2	Bid Validity (90 days)	Yes / No Bid valid up to	Yes / NA
3	Agree to submit Performance Security 3% of PO Value as per Clause 2.12.1	Yes / No	Yes / NA
4	Bidder Information Form enclosed as per Annexure – A	Yes / No	Yes / NA
5	Solvency Certificate as per Annexure –	Yes / No	Yes / NA

The Bidder should submit other documents such as fulfillment of financial qualification criteria, Schedule of Requirement and various forms as specified.



PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.



ANNEXURE – E

INDEMNITY BOND

No. -----

Date:-----

1) Amalgamation/Acquisition

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the President, Jawaharlal Nehru Centre for Advanced Scientific Research, Bengaluru to fulfill the contractual obligations as per the terms of the JNCASR Global Tender and quotation of M/s. -----No. ----- dated-----and Jawaharlal Nehru Centre for Advanced Scientific Research P.O. No.-----dated -----. The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

2) Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the JNCASR for the fulfillment 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 JNCASR.

3) Patent Indemnity

The Supplier shall, subject to JNCASR's compliance and indemnify and hold JNCASR and its employees and officers harmless 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 JNCASR 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.

For M/s. -----
Principal Supplier.

For M/s. -----
Indian Agent.



ANNEXURE - F

Price Bid Format

Part Name (1 to 10) (as mentioned in the Technical bid)	Item Description	Qty	Unit Price	Total Price

