





**SCHEDULE CUM CRITICAL DATE SHEET**

1	Name of Organization	CSIR-National Aerospace Laboratories, Bengaluru	
2	Tender Reference No	NAL/PUR/SED/353/17-Y dated 22-Feb-2018	
3	Tender Type (Open/Limited/EOI/Auction/Single)	Open	
4	Type/Form of Contract (Work / Supply / Auction / Service / Buy / Empanelment / Sell)	Supply	
5	No of Covers (One/Two/Three/Four)	One	
6	Tender Category (Services/Good/Works)	Goods	
7	Allow Resubmission (Only in online mode within scheduled period)	Yes	
	Allow Withdrawal (Only in online mode within scheduled period)	Yes	
8	Allow Offline Submission	No	
9	Work Item Title	Metallurgical Microscope.	
10	Work Description	Metallurgical Microscope.	
11	Delivery Schedule	90 days from the date of purchase order	
12	Product Category (Civil Works / Electrical Works / Fleet Management / Computer Systems)	R & D Equipment	
13	Is Multi Currency Allowed	Yes	
14	a) Tender Publishing Date -	23-Feb-2018	1700 Hrs
	b) Document Download Start Date-	24-Feb-2018	0930 Hrs
	c) Seek Clarification Start Date-	24-Feb-2018	0930 Hrs
	d) Seek Clarification End Date -	08-Mar-2018	1400 Hrs
	e) Bid Submission Start Date	24-Feb-2018	0930 Hrs
	f) Bid Submission End Date-	12-Mar-2018	1000 Hrs
	g) Bid Opening Date-	13-Mar-2018	1100 Hrs
15	Bid Validity Days	70 days	
16	Address for communication	Stores and Purchase Officer CSIR-National Aerospace Laboratories, HAL Airport Road, Kodihalli, Bengaluru - 560017	
17	Inviting Officer	Director, CSIR-NAL	
18	Contact No	25086040, 25086041	
19	E-mail Address	<a href="mailto:spo@nal.res.in">spo@nal.res.in</a> / <a href="mailto:purchasek@nal.res.in">purchasek@nal.res.in</a>	
20	Detailed specification of item	Invitation for bids / NIT	
21	Tender Terms & Conditions & Instruction for online bid submission	Invitation for bids / NIT	

  
Stores and Purchase Officer

# Annexure

## Specification for Metallurgical Microscope as follows:

1	Field of observation	Polarising field, Bright field and dark field
2	Viewing heads	Sidentopf Trinocular head inclined at 30°, 360°rotatable
3.	Eyepiece	Paired, 10 X
4	Nosepiece	Quadruple nose piece
5	Objectives	5x/0.10 10x/0.25 20x/0.40 50x/0.75 100x/0.9
6	Stage	Ceramic Coated, flat-top stage, Equipped with precision ball bearing guides and low positioned drop down coaxial controls for X-Y movement 100mm x 100mm travel or higher
7	Focusing controls	Range of travel 20 mm or higher and Rotation of fine focus is 0.2mm per revolution
8	Illumination	A vertical Koehler Illuminator equipped with LED, 5500K color temperature, field iris, aperture iris and filter slots. Capable of bright field, Dark field or simple reflected polarization technique includes blue clear, green clear, neutral density filters in mounts. Suitable power supply for the illuminator.
9	Image sensor with camera	Full HD microscope camera with CMOS sensor with 30 fps 5.5 x 5.5 µm pixel size Global shutter Progressive scan Full sensor resolution: 2048 x 1084 pixel in record mode and live mode
10	Software for Image processing	Measurements in live and captured images element (distance, freeform, radius, diameter, angel) as well as the font, outline width and colour settings of the measurement elements The measurement automatically X & Y panorama and image stitching.
11	Touch Panel Integrated computer	Intel i7 (Quad-Core) processor RAM:8 GB <i>Or higher</i> 1TB 7200RPM SATA Hard Drive Data interface: USB 3.0 Operating system: Win 10 <del>(64 bit)</del> <i>8 or above</i> Monitor resolution: 1920 x 1080 pixel or higher Display size : 15 inch <i>or higher</i> Operating system: <del>Windows 10</del>
12	Power supply	230 V, 50-60 Hz

*Adarsh*

## TERMS & CONDITIONS

### 1. Eligibility Criteria

Either Foreign manufacturer / supplier or Indian Agent on behalf of foreign principal can bid directly in a tender but not both. However, the offer of the Indian agent should also accompany the authorization letter from their principal, without authorisation of principal, quotation will be rejected. To maintain sanctity of tendering system, one Indian Agent cannot represent two different foreign principals in one tender.

Authorisation letter from the OEM for quoting their products should be furnished in case of indigenous items

### 2. Period of Validity of Bids

Bids shall remain valid for minimum of **90 days** after the date of bid opening prescribed by **CSIR-NAL**. A bid valid for a shorter period shall be rejected by the **CSIR-NAL** as non-responsive.

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 (by 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 CSIR-NAL. A Bidder granting the request will not be required nor permitted to modify its bid.

### 3. Clarification of Bids

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.

### 4. Bid Prices

The Bidder shall indicate on the appropriate price schedule form, on item-wise basis the unit prices, and total bid prices of the goods it proposes to supply under the contract. The Purchase Order shall be issued to the lowest quoted firm on item-wise basis and not on lump sum basis until and unless not specified in the tender document.

The Bidder should quote the prices both in figures and words. In case of any discrepancy found in the figures and words, then, the price in words shall prevail unless the amount expressed in words is related to an arithmetic error.

Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of unit should be furnished. Quantity discount, if any should also be indicated. The item should be quoted indicating the Serial number as mentioned in Tender document.

In case of imports, the consignments are to be shipped through the Purchaser's nominated freight forwarder. The terms FOB, FCA, CIF, CIP, etc. shall be governed by the rules prescribed in the current edition of the INCO terms published by the International Chambers of Commerce, Paris.

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.

The purchases made by the purchaser for scientific purpose are concessionally exempted from GST & Custom Duty and is leviable as follows:-

GST	CSIR-NAL is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST shall be made applicable for the goods purchased for research purpose vide Ministry of Finance (Department of Revenue) Notification No.47/2017-Integrated Tax dated 14.11.2017 & Notification No.45/2017-Central Tax dated 14.11.2017 .
Custom Duty	CSIR-NAL is exempted from payment of Custom Duty at concessional rate vide Govt. Of India Notification No.51/96-Customs dated 23 <sup>rd</sup> July, 1996

The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the Bidders may quote their rates in Indian Rupees as well as in Foreign Currency.

In case of INR bids, the price criteria should be on Free Delivery to CSIR-NAL, Bengaluru. Govt. Levies if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, taxes, packing, forwarding, freight, transportation, insurance, installation and commissioning charges, etc. separately upto the FOR destination prices. Where there is no mention of these charges the offer would be considered as inclusive of all such charges otherwise rejected as incomplete.

For goods offered from abroad, quotations should be submitted inclusive of charges of FOB / FCA and CIF / CIP basis. FOB / FCA and CIF / CIP charges should be indicated separately to facilitate proper comparison at our end. Offers without such charges will be rejected.

Custom Duty is levied on all imports meant for CSIR-NAL as applicable to R&D Institutions will be paid by the Purchaser, unless otherwise specified.

In case of FOB / FCA consignment, port of shipment / international gateway airport of carrier should be clearly mentioned. Also indicate approximate weight and dimension of the consignment.

**Note:** All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, TDS/Withholding Tax, etc.), wherever applicable.

#### 5. **Format and Signing of Bid**

The original and all copies of the bid shall be typed or written in indelible ink 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 initialled by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

#### 6. **SUBMISSION OF BIDS**

The bids should be submitted online only at the e-procurement portal at <https://www.etenders.gov.in> only. Manual/ Offline bids shall not be accepted under any circumstances.

Terms and conditions, if any or otherwise sent along with the quotation / bid shall NOT be binding on us.

#### 7. **Price Reasonability by the Bidder**

The bidder shall submit a certificate stating that they have not supplied the said Goods & Services to any other purchaser at a lesser quoted price. Bidder to submit copies of atleast two Purchase Orders of such Goods & Services provided.

#### 8. **Due date for Submission of Bids**

Bidders are advised to submit their offers / bids timely within due date for submission of Bids in view of the electronic process so as to avoid last minute issues.

The Purchaser may, at its discretion, extend the due date for submission of bids 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.

Bidders must note that the e-tender portal will not permit uploading of bids after the scheduled time of submission.

#### 9. **Conversion to Single Currency**

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening. For this purpose, exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the purchaser

**10. Mode of Shipment & price schedule**

The mode of shipment (By Air / Sea / Rail / Road / Courier) of the items must be mentioned clearly in the quotation.

Delivery Term	Indigenous	FOR CSIR-NAL Bengaluru
	Foreign	FCA Nearest Gateway Airport
		FOB Nearest Seaport CIP Bangalore Airport

The appropriate price schedule form furnished. 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.

**11. Negotiations**

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.

**12. Confidentiality**

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.

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.

**13. Contract Price**

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.

**14. Suppliers' Responsibilities**

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

**15. Order Acceptance**

The successful bidder should submit Order Acceptance within 15 days from the date of issue, failing which it shall be presumed that the Bidder is not interested.

**16. Extension of time**

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

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

Except as provided under the Force Majeure clause, 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 an extension of time is agreed upon pursuant to above clause without the application of penalty clause

## 17. Delivery and Documents

Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier as under:-

<b>Details of Shipping and other Documents</b> to be furnished by the Supplier are :	
<b>A)</b>	<b>For goods manufactured or supplied from within India</b>
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/email
(a)	Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value
(b)	Packing list
(c)	Certificate of country of origin
(d)	Insurance certificate, if required under the contract
(e)	Railway receipt/Consignment note
(f)	Manufacturer's warrantee certificate and in-house inspection certificate, if any
(g)	Inspection certificate issued by purchaser's inspector, if any
(h)	Any other document(s) as and when required in terms of the contract
<b>NOTE:</b>	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
3	Delivery of ordered materials will be at Central Stores CSIR-NAL, Kodihalli
<b>B)</b>	<b>For goods manufactured or supplied from abroad</b>
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post / courier and copies thereof by FAX.
(a)	Three copies of supplier's Invoice giving full details of the goods including quantity, value, etc.
(b)	Packing list
(c)	Certificate of country of origin
(d)	Manufacturer's warrantee and Inspection certificate, if any
(e)	Inspection certificate issued by the Purchaser's Inspector, if any
(f)	Insurance Certificate, if required under the contract
(g)	Name of the Vessel / Carrier
(h)	Bill of Lading / Airway Bill
(i)	Port of Loading
(j)	Date of Shipment
(k)	Port of Discharge & expected date of arrival of goods
(l)	Any other document(s) as and when required in terms of the contract
<b>NOTE:</b>	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
3	The clearing of the consignment at Bengaluru Airport shall be done by our authorized Custom House Agents (CHA). The corresponding shipping documents may be forwarded to them accordingly. It is advised to give us and our CHA, a pre-alert before the consignment is dispatched. If there is delay in clearing of the consignment for <u>not</u> giving timely pre-alert then demurrage (Ware house charges), if applicable has to be refunded to us.

Goods should not be dispatched until the Bidder receive a firm Purchase Order

## 18. Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

### A. **Payment for Goods supplied from abroad:**

**100% through Sight Draft / irrevocable Letter of Credit** (excluding the Agency Commission due to the Indian Agents) opened in favor of the Supplier through

State Bank of India,  
NAL Branch, Kodihalli,  
Bengaluru-560017, (India)

**Bank Charges:** All Bank Charges within India to CSIR-NAL's account and outside India to Supplier / Beneficiary account

### B. **Payment for Goods and Services supplied from India:**

**100 percent (100%)** of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser.

We prefer to release the payment on BILL basis (excluding Indian agency commission) after the receipt of consignment in good condition. Alternatively, depending upon the value and foreign exchange regulations the payment can also be considered through Sight Draft/Letter of Credit through the State Bank of India for the order value excluding the Indian agency commission.

**NOTE: No advance payment request will be considered under any circumstances.**

## 19. **Payment of Agency Commission:**

- i. The Bidder has to indicate, if they have any agents in India, their Address the details of service rendered.
- ii. The Agency commission payable to the Indian Agent should be clearly indicated.
- iii. The Agency commission would be payable only in Indian Rupees as per the exchange rate mentioned in custom Bill of Entry.

**E-payment :** CSIR-NAL prefers to make all payments by electronic transfers through State Bank of India, NAL Branch, Bengaluru. Successful Bidder has to furnish bank details viz., Beneficiary Name, Name of the Bank & Branch, Account No., IFSC Code, MICR Code.

## 20. Taxes and Duties

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, TDS/Withholding Tax, etc., incurred till its final manufacture / production.

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.

All payments due under the contract shall be paid after deduction of statutory levies (at source) like ESIC, IT, etc., wherever applicable. Your offer/Invoice should include your GST details & HSN Code.

Our Pan No. AAATC2716R, Central Excise Registration No. AAATC2716REM001, Service Tax Registration No. AAATC2716RSD040 and Tin No. 29750311018 and GST No. 29AAATC2716R1ZB.

## 21. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.



The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, and in any subsequent instructions ordered by the Purchaser.

## 22. Insurance

The goods supplied shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture, acquisition, transportation, storage and delivery to the Purchases.

The Insurance shall be for an amount equal to 110% of the CIF or CIP or FOR Destination value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion, in addition to storage policy for 60 days is advised.

Where delivery is on FOB or FCA basis for imported goods or FOR dispatch station for indigenous goods, then insurance would be the responsibility of the purchaser.

With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to CSIR-NAL and he shall also liaise with CSIR-NAL to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the CSIR-NAL on the event of the delay

## 23. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

Unless otherwise specified in the scope of supply, the warranty shall remain valid for **One Year** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination i.e. CSIR-NAL.

The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

## 24. Performance Bank Guarantee

Performance Bank Guarantee for 10% contract value should be submitted and should be valid till 60 days after the warranty period to cover warranty obligations wherever applicable.

Whenever the bidder chooses to submit the Performance Bank Guarantee in the form of Bank Guarantee, and 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

## 25. Annual Maintenance Contract

The bidders should also quote for Annual Maintenance Contract after warranty for subsequent years. CSIR-NAL at its discretion may award / utilise these quotes for AMCs.

No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period in case AMC is awarded

Mention the charges for comprehensive maintenance contract separately in Commercial bid (for post warranty period).

**26. Spare Parts**

The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a)	Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
(b)	In the event of termination of production of the spare parts:
	Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
	Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

**27. Freight Forwarder/ Cargo Consolidation and Customs Clearance**

CSIR-NAL, has appointed its own Freight Forwarder and Custom House Agent for all its imports. Please note that all the consignments have to be routed through their associates only. The address and contact details will be provided at the time of placing the Purchase Order. While submitting your bid, you may confirm this condition.

**28. Liquidated Damages/ Penalty clause**

As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to.

a)	If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages @ 0.5% of order value per 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
b)	CSIR-NAL reserves the right to cancel the order in case the delay beyond the delivery schedule
c)	The maximum amount of liquidated damages shall be: 10% The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value
d)	However, the Competent Authority shall waive imposing LD/Penalty upon mutual agreement.

**29. Subcontracts**

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.

**30. Assignment**

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.

**31. Termination for Default**

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

i)	If the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to Clause on Extension of Time;
<b>OR</b>	
ii)	If the Supplier fails to perform any other obligation(s) under the Contract

### 32. **Force Majeure**

Notwithstanding the provisions 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.

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.

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.

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.

### 33. **Arbitration**

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party (CSIR-NAL or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be CSIR-NAL, Bengaluru, India. The jurisdiction of the courts shall be Bengaluru, Karnataka, India.

### 34. **Notices**

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 FAX, e-mail or / and confirmed in writing to the other party's address specified.

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

### 35. **Governing Language**

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.

### 36. **Applicable Law / Jurisdiction**

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 is Bengaluru, India.



