

INDIA (IND/72/058): Establishment of a Pilot and  
Demonstration Plant in Hydrostatic Extrusion and  
Material Synthesis at the National Physical Laboratory  
New Delhi -

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CONDITIONS OF SUPPLY

1. INTRODUCTION

This form specifies the conditions of purchase of equipment/material CIF India, on behalf of UNDP.

2. SUPPLIER'S DRAWINGS

The Supplier shall submit any drawings necessary for a thorough understanding of the assembly, installation, engineering design, operation and maintenance of the equipment.

Within two weeks of notice of award of contract, or within such other time as is noted in the Tender and agreed by the Purchaser, the Supplier shall submit to the Purchaser for approval a reproducible transparency of good quality, 0.002 inch Mylar or approved equal, suitable for producing clear prints of each necessary drawings, showing nature and location of terminal points, overall dimensions, support requirements and other details pertinent to the installation, and details of materials for the complete unit (s). One print of each drawing will be returned to the Supplier marked "approved", or "approved as noted", or "not approved".

Each drawing which is "not approved", or "approved as noted" shall be resubmitted as above for the Purchaser's approval. Drawings which are "approved" need not be resubmitted.

Where catalogue pages or data sheets are available in printed form giving the required information, such may be submitted in lieu of the drawings above. In this case a total of 15 certified copies of the approved catalogue pages or data sheets shall be supplied.

Any work done prior to the approval of drawings shall be at the Supplier's risk. The Supplier shall make any changes in the design which may be deemed necessary to meet the Specification of the equipment as ordered, without additional cost to the Purchaser. Approval by the Purchaser of the Supplier's drawings shall not relieve the Supplier from responsibility for any error or omission therein, or from any obligation or liability under the Contract.

The Supplier shall allow a reasonable time for the Purchaser's approval of drawings in his consideration of schedule of work and in the time allowed for completion of the Contract. Extra time required for approval of drawings due to deficiencies in design or errors in submitted drawings shall be considered to be the responsibility of the Supplier and the onus shall be on him to recover any time so lost and to maintain specified delivery dates.

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3. ALTERATIONS AND OMISSIONS

Revisions in the drawings, or further drawings and Specification may, from time to time, be issued by the Purchaser during the progress of the Works as deemed necessary by him.

The Purchaser may, from time to time, without invalidating the Purchase Order make changes in the drawings and the Specification and issue additional instructions and require additional work in which case the lump sum price submitted by the Supplier shall apply, provided that no changes shall have been ordered which materially alter the character and scope of the work, the lump sum price shall be adjusted by the value of any such change ordered by the Purchaser. Such value shall be determined by mutual agreement between the Purchaser and the Supplier and confirmed by a change order before the change in the work is commenced.

4. PROGRESS REPORT

Please forward monthly progress reports which will reflect the current status of this order as well as a summary indicating percentage completion for the following headings where applicable:

- 1) Engineering completed
- 2) Materials ordered
- 3) Materials received
- 4) Manufacturing completed

also the scheduled completion date and delivery date at site. This report to be submitted no later than the 10th of each month.

5. CONTROL AND INSPECTION

The Supplier shall be responsible for and perform all inspection and testing required in accordance with the Purchase Order and the Specification included therewith. Additional inspection may be performed by the Purchaser at his own expense. The Purchaser shall at all times have access to the work wherever it is in preparation or progress and the Supplier shall provide proper facilities including gauges, instruments, detail drawings, copies of sub-contract orders etc., for such inspection. The Supplier shall give the Purchaser sufficient notice of its readiness for shop inspection so that the Purchaser can arrange to have an Inspector present at requisite times. Delivery must not take place until the Purchaser's Inspector has been notified and release of the equipment has been obtained.

If any work, which upon completion, will be inaccessible to inspection by the Purchaser, it will be the responsibility of the Supplier to notify the Purchaser that inspection must be executed while the work is in progress. Lacking such notification, the Purchaser will demand that such work is made accessible for inspection, and at the expense of the Supplier. In the event of rejection, the Supplier shall (within 24 hours after receiving written notice from the Purchaser) proceed at the expense of the Supplier to remove all materials condemned by the Purchaser, whether worked or unworked, and shall make good any work damaged by such removal.

6. TESTS

The Supplier shall carry out all tests specified in the Purchase Order to the satisfaction of the Purchaser at the expense of the Supplier. The work shall not be deemed to be completed until the Supplier has carried out such tests and has proved that the equipment will perform the required functions in a manner satisfactory to the Purchaser.

Materials so tested, not confirming to the Purchase Order, may be rejected by the Purchaser.

7. MILL CERTIFICATES

Five (5) copies of mill certificates and reports shall be supplied as called for in the ASTM Specification. Where mill certificates and reports are not called for in the ASTM Specification, the chemical analysis shall be supplied as a minimum requirement. For standard stock items, the manufacturer's certification of material is acceptable. These certificates shall be signed by a responsible technical representative of the Supplier.

8. OPERATING INSTRUCTION, PARTS AND SERVICE MANUALS

In addition to the specified drawings, the Supplier shall provide eight (8) loose leaf manuals containing drawings in reduced form, together with descriptive data on the equipment with complete standard instructions of operation and maintenance and parts catalogues, supplied in sets prior to shipment of the equipment. Three copies of the above, in draft form shall be submitted for approval as soon as possible.

After acceptance of the equipment, the Supplier shall provide eight (8) copies of modifications covering additional information and data applicable to the manuals.

Note - Manuals in English preferred.

9. GUARANTEE

The Supplier shall guarantee that the equipment will be free from defects, and shall, at the convenience of the Purchaser, replace, repair and install without charge to the Purchaser any of the Works or parts thereof which prove defective as a result of faulty design, materials, and workmanship, within a period of twelve months after commissioning of the equipment.

10. WORK TO BE TO THE SATISFACTION OF THE PURCHASER

The Supplier shall complete the Works in accordance with the Purchase Order and to the satisfaction and acceptance of the Purchaser and shall comply with the Purchaser's instructions on any matter relating thereto whether referred to in the Purchase Order or not.

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11. PACKAGING

All shipments shall be tropical export packed, suitably boxed, crated and protected from damage in transit to India. Electrical equipment having insulated coils or electrical contacts shall be polyethylene wrapped prior to crating.

All steel and iron parts shall be covered with a suitable rust preventative compound and all flanges shall be supplied with protectors.

All openings shall be protected to prevent entrance of dirt and moisture during shipment, storage on Site, and erection.

Each package shall be stencilled in bold characters with indelible paint, protected with shellac, to indicate shipping marks, package numbers, dimensions and gross weight in pounds and kilograms and the Purchase Order number.

12. OWNERSHIP

Ownership of the equipment and all supplies to be imported into India in respect of or pursuant to the Purchase Order shall pass to the Purchaser when delivered CIF at the Port of Embarkation, and upon receipt of a signed ocean Bill of Lading.

13. PATENT INDEMNIFICATION

The Supplier warrants that he has the right to use and sell any patented devices or parts used in the goods purchased and agrees to indemnify the Purchaser against any claims for royalties, license fees or other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by the Purchaser or used by the Supplier in the goods purchased without such specification.

14. PROVISIONS FOR CANCELLATION OF ORDER

The purchaser shall have the right to cancel this order on one week's notice, in which event the Purchaser will reimburse the Supplier for all necessary actual costs incurred by the Supplier to the date of cancellation including his normal profit on the completed portions of the work, but shall not pay or be liable to pay any bonus, damage or other claim by the Supplier for his expected profit or interest on the uncompleted portions.