

टाटामूलभूतअनुसंधानसंस्थानहैदराबाद
TATA INSTITUTE OF FUNDAMENTAL RESEARCH HYDERABAD
प्लॉटनं.३६/पी,गोपनपल्लीग्राम,सेरलंगमपल्लीमंडल,रंगारेड्डीलिला, हैदराबाद-
५०० १०७, तेलंगाना.

**Plot No. 36/P, Gopanpally Village, Serilingampally Mandal, Ranga Reddy District,
Hyderabad - 500 107, Telangana, India.**

टेलीफोन/Telephone: +91-40-20203020
वेबसाइट/Website: www.tifrh.res.in

ई-मेल/Email: purchasegroup@tifrh.res.in
तिथि/Date: 31-12-2025

Ref: Single Tender Ref. No. TIFR/PD/IC25-9/251481 for Supply, Installation and Commissioning of 5mm Probe for 300 MHZ Nanobay NMR Spectrometer for TIFR, Hyderabad.

**Sub: Pre-Bid meeting Clarification against Single tender issued for "Supply, Installation and Commissioning of 5mm Probe for 300 MHZ Nanobay NMR Spectrometer for TIFR, Hyderabad."
(Tender Ref. No. TIFR/PD/IC25-9/251481)**

Dear Bidders/Vendors,

With reference to the above Limited tender, the following bidders have participated in the pre-bid meeting on 23-12-2025 at 11.00Hrs.

- 1) M/s. Bruker India Scientific Pvt Ltd (OEM: Bruker Switzerland AG, Switzerland).

The above bidders participated through a Zoom online meeting for the Technical and Commercial details of the above Tender.

Technical and Commercial clarification are as follows:

Clause Reference from Tender Document	M/s. Bruker Switzerland AG, Switzerland (M/s. Bruker India Scientific Pvt Ltd) Request	TIFR, Hyderabad Response
Clause 42	To replace the second paragraph with the following clause: "In case of delay in supply and/or installation on part of the supplier, a penalty of @0.5% per week of order value will be charged for the total delayed period subject to a maximum of 5% order value. For the avoidance of doubt, the aforementioned cap of 5% order value will be the maximum penalty which may be payable in respect of all aggregate delays under this tender, regardless of whether such delays relate to supply of items or services or are in one or more parts of the order." To delete the last sentence, which	As per tender Terms & Conditions Only.

	<p>previously read as follows:</p> <p>"The same rate of penalty shall be applicable for late installation of the equipment/instrument also."</p>	
Clause 47	<p>To amend the second paragraph to read as follows:</p> <p>"For purposes of this Clause, "Force Majeure" means an event beyond the control of Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, or other governmental or regulatory restrictions, act of God and freight embargoes."</p> <p>To add the following two paragraphs as follows:</p> <p>"The parties are aware that the COVID-19 virus has been declared a pandemic by the World Health Organisation and acknowledge that the Supplier, either directly or indirectly, may be prevented, delayed or caused to incur increased costs as a result of such circumstances (including without limitation those caused by labour shortages or unavailability or restricted availability of materials, goods, credit or services affecting the Supplier or its sub-contractors).</p> <p>Provided the Supplier: (i) promptly notifies the Purchaser of the circumstance, and thereafter from time to time at reasonable intervals provide updates as to the status of such circumstance;</p> <p>(ii) has taken, and continues to take, reasonable precautions, due care and measures to mitigate the effect of such circumstances on its ability to perform its obligations, then the Purchaser agrees to grant the Supplier such extra time and extraordinary additional freight costs reasonably requested and evidenced by the Supplier."</p>	<p>"For purposes of this Clause, "Force Majeure" means an event beyond the control of Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, or other governmental or regulatory restrictions, act of God, freight embargoes and Pandemic situation."</p>
Clause 51 (Requesting to add the Clause)	<p>To add a new Clause 51 which reads as follows:</p> <p>"51. Limitation of liability:</p> <p>The Supplier shall not be liable for any loss, claim, expense or damage caused by or arising out of the acts or omissions of the Purchaser or third parties, whether negligent or</p>	<p>To the maximum extent permitted by applicable law, the total aggregate liability of either party to the other party arising out of or in connection with this agreement, whether in contract, tort (including negligence), indemnity, strict liability or otherwise, shall not</p>

	<p>otherwise. In no event shall the Supplier's liability whatsoever in contract, tort (including negligence), misrepresentation or howsoever arising from or in relation to the contract exceed the contract price of the product or service in dispute.</p> <p>The Supplier shall not be liable for any kind of additional compensation apart from that expressly mentioned in the contract, or any indirect loss or consequential damages howsoever arising, including but not limited to loss of profit, loss of use, or damage to goodwill."</p>	<p>exceed the contract price of the product under this tender document.</p> <p>In no event shall either party be liable to other party for any indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to loss of profits, loss of business, loss of data, or loss of good will, even if such party has been advised of the possibility of such damages.</p>
<p>Clause52 (Requesting to add the Clause)</p>	<p>To add a new Clause 52 which reads as follows:</p> <p>"52.ExportControl: The Purchaser understands that export and re-export of the Supplier's products and any related software, technical data, service, or technical assistance (individually, an "Item" and, collectively, the "Items") are subject to U.S., the EU and other foreign trade controls, customs and economic sanctions laws, regulations, rules and orders (collectively, "Export Control Laws"). In addition to any other remedy it may have, the Supplier may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any Item if (a) the Supplier has not received all export-related documentation requested by the Supplier, including end-user certificates,(b)the Supplier has not received the governmental approvals that the Supplier deems to be required, or (c) the Supplier believes that such activity may violate any Export Control Laws or the Supplier's own compliance policies. The Purchaser shall only use the Items for non-military, peaceful purposes. The Purchaser shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Control Laws or any end-user certificate provided by the Purchaser, including to an embargoed or otherwise sanctioned country, or to anyone listed on any prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). The Purchaser must notify the Supplier before providing any technical data to the Supplier that is controlled under any Export Control Laws. The Supplier will not be liable to the Purchaser for any loss or expense in the event that the Purchaser fails to comply with any</p>	<p>"52.ExportControl: The Purchaser understands that export and re-export of the Supplier's products and any related software, technical data, service, or technical assistance (individually, an "Item" and, collectively, the "Items") are subject to U.S., the EU and other foreign trade controls, customs and economic sanctions laws, regulations, rules and orders (collectively, "Export Control Laws"). In addition to any other remedy it may have, the Supplier may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any Item if (a) the Supplier has not received all export-related documentation requested by the Supplier, including end-user certificates,(b)the Supplier has not received the governmental approvals that the Supplier deems to be required, or (c) the Supplier believes that such activity may violate any Export Control Laws .The Purchaser shall only use the Items for non-military, peaceful purposes. The Purchaser shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Control Laws or any end-user certificate provided by the Purchaser, including to an embargoed or otherwise sanctioned</p>

	Export Control Laws or that the Supplier delays in delivery or fails to deliver the goods as a result of export control on any Item. The Purchaser shall indemnify the Supplier for all losses, costs, claims, damages and expenses (including attorney fees and expenses) arising from the Purchaser's violation or alleged violation of any Export Control Laws."	country, or to anyone listed on any prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). The Purchaser must notify the Supplier before providing any technical data to the Supplier that is controlled under any Export Control Laws. The Supplier will not be liable to the Purchaser for any loss or expense in the event that the Purchaser fails to comply with any Export Control Laws or that the Supplier delays in delivery or fails to deliver the goods as a result of export control on any Item. The Purchaser shall indemnify the Supplier for all losses, costs, claims, damages and expenses (including attorney fees and expenses) arising from the Purchaser's violation or alleged violation of any Export Control Laws.
Clause 23	Any discrepancy like delay in supply/ short supply/delay in installation etc., TIFR Hyderabad has right not to process the payment in case of any such discrepancy	To be read as Any discrepancy like delay in supply/ short supply/delay in installation etc., TIFR Hyderabad has Right to deduct and penalize as per the LD Clause and other Clauses
	Installation Period: 30-45 Days from the date of receipt of material at TIFR, Hyderabad.	Agreed

All other specifications remain the same.

Handwritten signature and date: 21.12.2017

डी. हरिप्रसाद / D. Hari Prasad
प्रशासन एवं वित्त प्रमुख / Head, Admin & Finance