

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE
VALIAMALA, TRIVANDRUM 695547, KERALA
PURCHASE & STORES**

Ph No: 0471-2567 726/813/317/319
Fax +091-0472-2800712,0471-256731

Date :26/10/2021

INVITATION TO TENDER

M/s 000000

Our Ref No : TM50 2021-035474-01

Tender Due: 14:30 Hrs ISTon 25/11/2021

Opening : 14:30 Hrs ISTon 25/11/2021

Domestic Public Tender (Single Part)

Dear Sirs,

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues / pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No: ENCLOSED)

S.No.	Description of Items with Specifications	Unit	Quantity
1	Monel-400 tube of size (ODxTxL) - 38x3x1000-2000 mm	Meter	150

DELIVERY AT: VALIAMALA
MODE OF DESPATCH BY ROAD
DUTY EXEMPTIONS PARTIALLY EXEMPTED

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS ENCLOSED

INSTRUCTIONS TO TENDERERS:

- Note: 1. Scope of Work & Terms and Conditions as per annexure- 1
2. General Terms and conditions as per annexure- 2
3. A Compliance statement is attached as per annexure- 3 which shall be duly filled and furnished along with your quote without which your offer will not be considered.

(Sd/-)

For and on behalf of the President of India
The Purchaser

Terms and conditions

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2.0 DEFINITIONS

Wherever used hereinafter in this order, the following expressions shall have the following meanings:

- 2.1 LPSC means Liquid Propulsion Systems Centre, Valiamala
- 2.2 MPP means Manufacturing Process Plan
- 2.3 NC means Non Conformance, which essentially reports the non-conformance to specification in a product
- 2.4 NDT means Non Destructive Testing
- 2.5 QAP means Quality Assurance Plan
- 2.6 QC means Quality Control

3.0 GENERAL

- 3.1 General technical specifications for Monel 400 tubes shall be as per either of the specifications: AMS 4574/ASTM B165.

4.0 ADDITIONAL TECHNICAL REQUIREMENTS

The following terms shall apply for the input material

- 4.1 Supply condition of the Monel 400 tubes shall be pilgered/drawn/extruded, annealed, and finished condition.
- 4.2 Heat treatment cycle time may be decided by manufacturer's usual practice; however, this must meet the microstructure and mechanical properties requirements.
- 4.3 Each size of tube must be supplied from the same lot of particular heat, having subjected to the same heat treatment condition.
- 4.4 Dimensional accuracy, mechanical property evaluation and its limits, hydrostatic pressure test and flaring test shall confirm to AMS 4574 /ASTM B165. Three tensile samples shall be tested per heat batch per size. If one/two specimens fail to meet the specification requirements, retest shall be done on double the number of specimens from the same lot. Each of the retest results shall conform to the specified requirements.
- 4.5 Each tube shall be examined for eddy current testing with acceptance class of 0.8 mm drilled hole, as per ASTM E-571/ ASTM E -829.
- 4.6 The chemical analysis shall meet the specification.
- 4.7 Microstructural analysis and inclusion rating shall be carried out as per specification and shall conform to the limits indicated in specification.
- 4.8 The average grain size shall be determined by the comparative method of ASTM E112. The grain size shall be ASTM No.5 or finer.
- 4.9 100% Liquid penetrant inspection shall be carried out on the finished product as per ASTM E165. No indications are acceptable.

5.0 QUANTITY TOLERANCE

5.1 Quantity tolerance is +/-10% of order quantity.

6.0 BRIEF DESCRIPTION

6.1 The purchase order envisages supply of Monel-400 tubes in accordance with the tender enquiry.

6.2 The VENDOR shall ultimately be responsible for

- Procurement of input materials
- Quality checks on input material
- Generation of all necessary documents for manufacturing & quality control
- Pilgering/drawing/extrusion, annealing and finishing operations of tubes.
- Characterization and testing.
- Quality control during all the above activities
- Delivery of products with all relevant documentation

7.0 SCOPE OF WORK

7.1 The scope is to realize and deliver Monel-400 tubes in accordance with the tender enquiry.

7.2 Local content: The **local content shall be more than 20%**. A certification to this extent shall be provided along with the tender.

8.0 RESPONSIBILITIES OF THE VENDOR

8.1 **The VENDOR shall be an Indian manufacturer (OEM) and shall possess sufficient facilities for processing and realising intended items.**

8.2 The VENDOR shall be responsible for the procurement of input materials as well as their quality control.

8.3 The VENDOR shall prepare a Manufacturing Process Plan detailing the process sequence, process parameters, equipment to be used, material specification, stages of processing etc. and submit to LPSC for approval before taking up production.

8.4 The VENDOR shall prepare a Quality Assurance Plan detailing the parameters to be targeted and monitored during each stage of production, witness points, acceptance tests, test requirement, sampling plan and submit to LPSC for approval before taking up production.

8.5 The said documents shall undergo continuous updating based on any changes that can happen in the future, and the same shall be submitted to LPSC for approval before implementation.

8.6 The VENDOR shall be responsible for carrying out the necessary characterization and testing as specified in the documents.

8.7 The VENDOR shall ensure conformance to the approved documents during all stages of manufacturing.

- 8.8 The VENDOR shall ensure traceability of the product from ingot to finished product.
- 8.9 The VENDOR shall intimate the readiness of items in advance for deputing LPSC Quality Surveyors.
- 8.10 The VENDOR shall ensure that Material Designation, P.O. No., Heat/Lot number, size, supply condition and RMC No. are punched /engraved on each supplied item.
- 8.11 Any trials, qualifications and retests felt necessary any time during the execution of the work, to ensure conformance to the agreed specification, shall be carried out by the CONTRACTOR at no extra cost.
- 8.12 The VENDOR shall accommodate any additional requirements, during the course of realization without additional cost, provided the cost implication of such modifications is within 2% of the total cost. Major modifications involving financial implication exceeding 2% of cost shall be discussed and mutually agreed.

9.0 RESPONSIBILITIES OF LPSC

LPSC shall be responsible for the following

- 9.1 Issue of technical requirements for the manufacture and quality control of the products
- 9.2 Review and approval of Manufacturing Process Plan and Quality Assurance Plan
- 9.3 Identification of key point inspection stages and participation in all identified stages of inspection, acceptance tests as well as review and approval of all test results.
- 9.4 Providing necessary clarifications on any queries raised by the contractor and technical guidance on issues, connected with the contract, and that may arise during the course of manufacture.
- 9.5 Participation in inspection and quality control functions as per approved Quality Assurance Plan.
- 9.6 Acceptance of finished product after verifying the compliance to specification of the purchase order as well Manufacturing Process Plan, and Quality Assurance Plan.
- 9.7 Periodic review of the progress of work with the participation of key personnel.

10.0 DELIVERY

The deliveries shall be regulated as below

- 10.1 Delivery: **within 3 months** from the date of receipt of techno-commercially cleared P.O./QAP approval.
- 10.2 Part shipment is permitted.

11.0 PAYMENT TERMS

- 11.1 Payment will be made on pro rata basis within 30 days on receipt and acceptance of items at LPSC.

12.0 INSPECTION AND QUALITY ASSURANCE

- 12.1 The VENDOR shall be responsible for the total quality of the product and shall strictly follow the approved Quality Assurance Plan.
- 12.2 The VENDOR shall identify and acquire all inspection equipment, NDT equipment, mechanical testing equipment, metallurgical analysis equipment as well as resources and skills to achieve the required quality.
- 12.3 Pre-delivery inspection/test and clearance shall be done at party's site by quality surveillance engineer of LPSC. Supplier shall inform the readiness well in advance for LPSC participation. All log-books, inspection reports etc., relevant to materials shall be available for verification by the quality surveillance engineer of LPSC.
- 12.4 All expenses for conducting above mentioned tests have to be borne by the party. The party has to provide all necessary support to quality surveillance Engineer of LPSC during pre-delivery inspection/tests at party site.
- 12.5 Test certificates for Visual & Dimensional inspection, Chemical composition, Heat treatment Reports, Mechanical Properties (in hardened & tempered condition), Hardness Testing (in annealed condition), Dye penetrant test, Microstructure analysis including grain size measurement, inclusion test and 100% Ultrasonic test as per ASM 2630 Class "A" shall be furnished along with the supply.
- 12.6 In case certain facilities are not available at the VENDOR's works, then the tests can be carried out at third party NABL accredited labs
- 12.7 The all reports prepared by the VENDOR shall be certified by their QC department.
- 12.8 Any Identifications codes unique to LPSC and as mandated by the Quality Surveyors shall be incorporated in the reports.
- 12.9 All manufacturing equipment, inspection equipment, and test equipment's shall be periodically calibrated and kept in good condition, to ensure the delivery of quality hardware. The calibration reports shall be made available to LPSC for verification, if required.

13.0 ACCEPTANCE PROCEDURE OF THE ITEMS

- 13.1 The acceptance of the items shall be strictly based on the conformance of all technical requirements stipulated in the specification documents. LPSC shall not accept items which deviate from the specification. However, LPSC reserves the sole right to accept deviations which may not affect the functional performance of the hardware.
- 13.2 The despatch of finished products from CONTRACTOR's works to LPSC shall be made only after the acceptance of the items by LPSC, and as communicated in writing by the identified focal point.

14.0 NON-CONFORMANCE MANAGEMENT

- 14.1 The products under the scope of this order conform to the specification documents as well as MPP and QAP.

- 14.2 However, the deviations, if any, could be analyzed in detail and it may become possible to accept materials with some minor non-conformances depending upon the nature of the non-conformances as well as its implications on the overall stated requirements.
- 14.3 In the event of non-conformance which may have no implication whatsoever in the functioning of the system, the details of non-conformance involved shall be referred by VENDOR, in writing, to the contact point of LPSC.
- 14.4 Non conformances relating to dimensions shall be disposed by the contact point in discussion with the contractor.
- 14.5 Non conformances to specifications and process parameters shall be considered as major and shall be referred to appropriate forum at LPSC for decision.
- 14.6 The decision on the minor and major non conformances by LPSC shall be final and binding on the VENDOR.
- 14.7 Whenever non conformances have been accepted subject to re testing, the VENDOR shall carry out such re testing at no extra cost to LPSC
- 14.8 Re-testing, if required, shall be carried out as per accepted plan.
- 14.9 Appropriate corrective and preventive actions shall be identified and implemented by the VENDOR to avoid recurrence of such non-conformities.

15.0 PERIODIC PROGRESS MONITORING AND REVIEW

- 16.1 Within the delivery period stipulated in the Order, the progress of work shall be monitored jointly.

16.0 PACKING AND TRANSPORTATION

VENDOR shall arrange packing of accepted products in adequate packaging for transportation and storage. All the tubes shall be closed at both ends with proper end caps and individually plastic sleeved and place in plastic lined wood box. Tubing shall be prepared for despatch in accordance with applicable rules and regulations pertaining to the handling, packaging and transportation of the tubing to ensure carrier acceptance and safe delivery.

17.0 PARTICIPATION OF LPSC IN REVIEW:

- 17.1 All reviews arising out of the provisions in this Order shall be with the participation of the LPSC or authorized representative(s) and the VENDOR shall arrange such reviews giving notice of at least 2 weeks' time to the LPSC.

18.0 WARRANTY

- 18.1 Materials supply will have one year standard warranty as per tender acceptance specification.

19.0 SECRECY

- 19.1 VENDOR shall agree that all the information related to this Order shall be treated as "Secret" and that the contents of the process sheets or any other documents shall not be divulged, disclosed or parted with, to any party without the written authorization by the LPSC.

20.0 TRANSFER OR SUB-LETTING OF ORDER

- 20.1 VENDOR shall not, unless prior permission is obtained in writing from the LPSC transfer or sub-let the work under the Order either in whole or in part, and shall not float a Company nor set-up an association with another company for the fulfillment of the Order obligations vested with VENDOR.
- 20.2 However in certain exceptional cases, VENDOR may subcontract part of VENDOR's responsibilities to another agency with the consent of LPSC. Such request will be agreed by LPSC subject to LPSC being satisfied with the capability of the subcontractor in meeting the requirements in terms of engineering skill, past experience, necessary infrastructure etc. to meet the require quality.
- 20.3 Any subcontracting agreed by LPSC shall not absolve the obligations and responsibilities of VENDOR as specified in the order.

21.0 SHORT CLOSING / TERMINATION OF ORDER

- 21.1 Under normal circumstances, short-closing/termination of the Order is not foreseen. However, in case of continued non-performance of the Order resulting in inordinate delays in the delivery dates in spite of repeated written requests for meeting the delivery schedule as provided for in the Order, the LPSC reserves the right to terminate wholly or partly the Order by giving a notice of not less than one month.
- 21.2 In case of major changes in the policies of the Government of India, as a result of which the LPSC is compelled to curtail its requirements wholly or partly, the LPSC and VENDOR shall enter into negotiations to mutually agree to terminate this Order wholly or partly.
- 21.3 In the event of short-closing/ termination of the Order, the following procedure shall be followed.
- The LPSC shall give a notice of not less than one month.
 - On receipt of the notice VENDOR shall take all necessary steps for winding up of the Order in line with the notice within a reasonable period, but in any case not exceeding three months from the date of posting this notice.
 - The compensation to be paid to CONTRACTOR shall be agreed to by mutual negotiations. The LPSC shall in no circumstances be liable to pay any sum which, when added to the other sums paid, due or becoming due to the CONTRACTOR under this Order, exceeds the total amount of this Order.

22.0 FOCAL POINT

- 22.1 LPSC shall identify a focal point for interacting with the VENDOR on all technical matters on this order and similarly, VENDOR shall also identify a focal point from CONTRACTOR end for technical interactions with respect to this order.
- 22.2 All commercial terms shall be referred to the purchase department with a copy to the contact point.

General Terms and Conditions:

- 1) As far as implementation of provision for Public Procurement (Preference to Make in India) Order, 2017 is concerned, the Office orders vide No. P-4502/2/2017-B.E-II dt 15.06.2017, which is partially modified by Order No.P-45021/2/2017-PP (BE-II) dt 28.05.2018, Order No. P- 45021/2/2017-PP (BE-II) dt 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dt 04.06.2020 and Order No. P-45021/2/2017-PP (BE-II) 16.09.2020 and subsequent Amendments issued by the Department of Promotion of Industries and Internal Trade, Ministry of Commerce and Industry regarding Class-I/Class-II local suppliers, Purchase preference, verification of local contents etc shall be applicable to this tender. Therefore, bidders are requested to ensure compliance of the same while submitting tenders.

The tendered requirement is having local content more than 20%. Hence the provision/evaluation of offers shall be as per the office orders mentioned above, issued by Govt. of India. Bidders have to submit all relevant documents as per the said office orders.

- 2) **Price Preference to MSE's**

Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs. Such MSE s shall produce documentary proof of registration as per provisions of the Policy ie: registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME

- 3) **Only Indian manufacturers (Class-I / Class-II local suppliers) can participate in this tender.**

- 4) Bid Security Declaration (format attached) should be provided as per OM No. F.9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, Govt. of India

- 5) **Payment Term**

Our normal payment term is 100% payment through RTGS within 30 days of receipt and acceptance of the item at our site.

- 6) **Warranty**

Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.

- 7) Please specify IGST percentage, if any, in your offer. IGST @ 5% shall be paid as per Notification No. 47/2017 –Integrated Tax (Rate) dated 14.11.2017

8) Liquidated Damages:

If the ordered items are not supplied within the delivery schedule, LD shall be levied from your bill @ 0.5% per week for the undelivered items subject to a maximum of 10% of the order value for the delayed period.

9) Performance Bank Guarantee

You have to submit a PBG from a Nationalised / Scheduled Bank for 3% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days as per the format provided by the Department.

OR

3% OF THE ORDER VALUE SHALL BE WITH HELD TILL THE COMPLETION OF WARRANTY PERIOD PLUS 60 DAYS.

10) Security Deposit (only for order value above Rs.5 Lakh)

You have to furnish a Bank Guarantee for 3% of the order value within 10 days of receipt of Order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days. (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).

11) Offer Validity

(a) The validity of the offers should be 90 days (in case of single part tender) from the date of opening of the tenders.

(b) The validity of the offers should be 120 days (in case two part tender) from the date of opening of the tenders.

Note :- Tenders having shorter offer validity will not be considered for evaluation.

12) Tender fee Rs.590/- (Rupees Five Hundred and Ninety only) (Including GST) shall be payable only in the form of Bank draft in favour of Accounts Officer, LPSC, Valiamala payable at Trivandrum and the same shall be enclosed along with Part-I, Techno-Commercial Bid, without which your offer will not be considered.

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidders Letter head)

I / We, the authorized signatory of M/s.....,
participating in the subject tender No. for the item / job of
....., do hereby declare:

- i. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- ii. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline Or I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Liquid Propulsion Systems Centre/ ISRO, Valiamala, Thiruvananthapuram for a period of one year from the date of committing such breach.

Signature and seal of Authorised Signatory of bidder

Name of the Authorised Signatory.....

Company Name.....

COMPLIANCE STATEMENT FOR COMMERCIAL TERMS - INDEGENOUS CASES

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
1.	P & F charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column)..		
2.	Whether applicable GST percentage mentioned in offer (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
3.	ISRO is eligible for Customs Duty Concession vide Notification No. NO. 050/2017 539 A-CUSTOMS DTD. 30.06.2017 [We will provide Customs Duty Concession Certificate for bought out items being imported for manufacturing the ordered items (List of items to be imported with quantities to be enclosed along with offer) OR for Orders placed on Foreign Vendors OR for High Sea Sale orders OR vendors from SEZ]		
4.	Installation Charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
5.	Delivery Term :- FOR : LPSC, VALAIAMALA		
6.	Freight charges, if any. (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
7.	Delivery Period (If any specific delivery period is mentioned in the tender, please comply the same. If not agreed, please mention your delivery period in remarks column OR if already mentioned in your quote please mention as "already furnished in the quote")		
8.	Payment Term :- 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site.		
9.	Liquidated Damages (LD) :- If the ordered items are not supplied within the delivery schedule, LD shall be levied from your bill @ 0.5% per week for the undelivered items subject to a maximum of 10% of the order value for the delayed period.		
10.	Warranty :- Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.		

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
11.	Security Deposit (SD) :- (only for order value above Rs.5 Lakh) You have to furnish a Bank Guarantee for 3% of the order value within 10 days of receipt of Order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days. (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).		
12.	Performance Bank Guarantee (PBG) :- You have to submit a PBG from a Nationalised / Scheduled Bank for 3% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days as per the format provided by the Department. OR 3% OF THE ORDER VALUE SHALL BE WITH HELD TILL THE COMPLETION OF WARRANTY PERIOD PLUS 60 DAYS.		
13.	In case, if parties are unable to provide two separate BGs, i.e., one for SD and one for PBG, they can submit a combined BG for SD & PBG within 10 days of receipt of order for 3% of order value valid till the completion of total contractual obligation (i.e., supply period + warranty period + 60 days) as per the format provided by the Department.		
14.	Insurance :- Being a Govt. Of India Dept., Insurance is not required at our cost. Please ensure the safe delivery of the ordered item with proper AIR / SEA / ROAD worthy packing		
15.	Validity of Offer :- (a) The validity of the offers should be 90 days (in case of single part tender) from the date of opening of the tenders. (b) The validity of the offers should be 120 days (in case two part tender) from the date of opening of the tenders. Note :- Tenders having shorter offer validity will not be considered for evaluation.		
16	State whether MSE or not. If yes, please provide the necessary documentary proof		

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEM CENTRE
PURCHASE DIVISION
VALIAMALA P.O. THIRUVANANTHAPURAM

Tender No:TM50 2021 035474 01
Due on: 25.11.2021
Tenders Ref. No:
Date:

TENDER FORM

From :

.....
.....
.....

To: The Purchase & Stores Officer,
Liquid Propulsion Systems Centre
Valiamala P.O.
Thiruvananthapuram – 695 547

Dear Sir,

I/We hereby offer to supply the stores detailed below at the price hereunder quoted and agree to hold this offer open till.....I/We shall be bound to supply the stores hereby offered upon the issue of the Purchase Order communicating the acceptance there of on or before the expiry of the last mentioned date. You are at liberty to accept any one or more of the items of stores tendered for or any portion of any one or more of the items of such stores. I/We notwithstanding that the offer in this tender has not been accepted in whole, shall be bound to supply to you such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance:

Sl. No.	Description	Quantity	Unit	Rate Rs.	Delivery Date
---------	-------------	----------	------	----------	---------------

.....
.....

NOTE: All the rates should be given both in figures and words.

Place at which delivery will be made:
Date by which the ordered items will be supplied:.....

2.I/We have understood the items of the tender annexed to the invitation to tender and have thoroughly examined the specification/drawing and / or pattern quoted or referred to herein and /are fully aware of the nature of the stores required and my/our offer is to supply the stores strictly in accordance with the requirements subject to the terms and conditions stipulated in the enquiry and contained in the purchase order communicating the acceptance of this tender either in whole or in part.

Signature of Tenderer
Date.....
(Seal)

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSIONS SYSTEMS CENTRE
PURCHASE AND STORES DIVISION

Form No. DOS:PM:20

TERMS AND CONDITIONS OF TENDER

1. Tenders should be sent in sealed envelopes superscribing the relevant tender No, and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders and delayed tenders will not be considered.
3. GST intended to be claimed should be distinctly shown separately in the tender.
4. a) Your quotation should be valid for 120 days from the date of opening of the tender or any other period as specified in the tender enquiry. Offer with validity lesser than that specified is liable for exclusion from the procurement process.
 - b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
5.
 - (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
 - (b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
 - (c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
 - (d) **Specifications:** Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
6. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
7. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
8. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
9. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
10. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- (b) The term 'Purchaser' shall mean the President of India or his successors or assigns.
- (c) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.
- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding three percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE & REPLACEMENT:

- (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) Performance Bank Guarantee: To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 3% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee period plus two months.

5. **PACKING FORWARDING & INSURANCE:**

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. **DESPATCH:**

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. **TEST CERTIFICATE:**

Wherever required, test certificates should be sent along with the despatch documents.

8. **ACCEPTANCE OF STORES:**

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores that do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. **REJECTED STORES:**

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. **DELIVERY AND LIQUIDATED DAMAGES:**

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either:
 - (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or
 - (ii) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
 - (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the

particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. **EXTENSION OF TIME:**

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. **ERECTION OF PLANT & MACHINERY:**

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. **PAYMENT:**

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. **MODE OF PAYMENT:**

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

15. **RECOVERY OF SUM DUE:**

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

16. **INDEMNITY:**

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

17. **ARBITRATION:**

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed

views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit –

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

19. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.
