

**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 +091-0472-2800712,0471-2567305

Date : 10/08/2017

INVITATION TO TENDER

M/s

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Our Ref No : TL93 2017-029868-01

Tender Due: 16:00 Hrs ISTon 26/09/2017

Opening : 10:30 Hrs ISTon 27/09/2017

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	SUPPLY, INSTALLATION, COMMISSIONING, DEMONSTRATION TRAINING OF EYEPIECE LESS MICROSCOPE AND ACCESSORIES.	Nos.	2

DELIVERY AT: LPSC, VALIAMALA

MODE OF DESPATCH ON SITE

DUTY EXEMPTIONS We are eligible for Duty exemption

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS Enclosed

INSTRUCTIONS TO TENDERERS:

- Note: 1. Technical Specification as per Annexure I
2. General terms and conditions as per Annexure II
3. A Compliance sheet attaches shall be dully filled in and sent along with the offer without fail.
4. Performance Bank Guarantee for Warranty, Security Deposit and Liquidated Damages are must without which your offer will not be considered

For and on behalf of the President of India
The Purchaser

TECHNICAL SPECIFICATION OF EYEPIECELESS MICROSCOPE

- | | | |
|--|---|---|
| Quantity | : | 2 nos. |
| 1. Total system magnification | : | Min: x4.9 , Max: x56 |
| 2. Objective | : | x0.7 |
| 3. Working distance | : | 300mm (max.) |
| 4. Vertical column height | : | 400mm or better |
| 5. Illumination | : | 14-point LED reducing ring light
Illuminator with intensity controller |
| 6. Stand option | : | i) Adjustable, swing away, boom mount
Assembly with coated platform base
ii) Crank handle option to allow
convenient vertical adjustment |
| 7. Optical | | |
| a) Stereo zoom eye piece less | | |
| Microscope field angle | : | 28° (min.) |
| b) Radial head freedom | : | 10mm (min.) |
| c) Axial head freedom | : | 70mm (min.) |
| 8. Item should be supplied with boom stand configuration (Boom mount assembly & Boom mounted zoom) with stereo viewing head, dust cover, power supply bracket, LWD converging lens (reducing ringlight) & platform base | | |

Essential Accessories

- | | | |
|--------------------------|---|----------------------------|
| 1. Objective lens | | |
| x0.7 | : | 1no. (for each microscope) |
| 2. Switching multipliers | | |
| x1.0 : x2.0 | : | 1no. (for each microscope) |

Terms and Conditions

1. The equipment should be delivered, installed & commissioned at LPSC, Valiamala by the party.
2. The equipment should be warranted against all manufacturing defects and trouble free service for a period of one year from the date of commissioning.
3. Necessary operational training for operating the equipment should be provided to LPSC personnel.
4. Detailed operation manual for the Equipment should be supplied in English.

5. Party should submit a detailed compliance statement for the technical specifications given in this annexure and commercial terms given in a separate Annexure.
 6. Party should quote for necessary spares for 2 years of operation separately.
 7. Annual Maintenance charges for 2 years after the warranty period may be quoted separately by the party.
 8. Service support and service for a period of minimum 10 years should be ensured by the party for this equipment.
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General Terms and Conditions:**1) Earnest Money Deposit :**

Earnest Money Deposit amounting to **Rs.36,000/-** shall invariably be submitted by you along with your offer. Offer without EMD will be rejected. The EMD shall be submitted in the form of Demand Draft/Bankers Cheque/FD receipts or Bank Guarantee drawn in favour of Accounts Officer, LPSC and payable at Thiruvananthapuram/Bengaluru. Submission of EMD is exempted in respect of Registered vendors, Foreign vendors, CPSU/CPSE, MSE, KVIC, NSIC. Vendors seeking exemption from payment of EMD shall submit necessary proof like registration number, copy of relevant valid certificates along with your offer, failing which the said offer will be rejected. The EMD of a vendor will be forfeited if the vendor withdraws or amends their tender or deviates from the tender in any respect within the validity period of the tender.

2) Purchase / Price Preference to MSEs

Purchase/Price preference will be applicable to the product reservation admissible to the Micro and Small Enterprises. Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006. The participating MSEs in a tender, quoting price within the band of L-1 + 15% may also be allowed to supply a portion of the requirement by bringing down their price to the L-1 price, in a situation where L-1 price is from someone other than an MSE. Such MSEs may be allowed to supply upto 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

3) Warranty

You shall provide applicable warranty for the items offered by you without fail. For the applicable period you shall provide necessary warranty certificate.

4) Performance Bank Guarantee

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 10% of the order value to cover the warranty period. This PBG shall be interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 6 months.

5) Security Deposit

On acceptance of the order, you shall submit an interest free amount equivalent to 10% of the total contract/order value towards security deposit. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee/Demand Draft/PDR receipts duly endorsed in the name of the centre. The Security Deposit will be returned to you on successful completion of the Contractual obligations; failing which it shall be forfeited/adjusted.

6) Offer Validity

Your offer shall be valid for 120 days from the date of tender opening. In case you offer validity less than 120 days, the said offer is liable for rejection which may please be noted.

7) Liquidated Damages:

If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5%(zero point five percent) of the order value or part thereof the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10%(ten percent) of the order value.

8) Tender fee Rs.590/- (Rupees Five Hundred and Ninety only) (Including VAT) 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.

Instruction to Indigenous Suppliers:

9) Our Normal payment terms are 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

10) Please specify Sales Tax percentage, if any, in your offer

Instruction to foreign Suppliers:-

11) Our normal payment term is SIGHT DRAFT, Please confirm acceptance in your offer, if you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.

12) We prefer import from sources abroad directly against payments in foreign exchange. In case due to certain reasons this is not possible, we prefer to go for 'High Sea Sales' against payment in Indian Rupee. In this case, consignments shall be cleared through Customs only by us.

14) In case the quote is on Indian Rupee (Outside High Sea Sale), the price shall include taxes and duties if any. We shall not able to provide any duty or tax exemption/concession certificates. If the item quote is of USA make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.

15) Please specify whether any export clearance is required in case of an order on you.

16) Warranty/Guarantee applicable for the item shall be mentioned in your offer.

- 17) Special Certification for packing Material : as per Plant Quarantine (Regulation of Control into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, peat or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case if a Purchase Order, if you propose to us any of the above material for packing such a certificate issued by your local Plant Quarantine Authority shall be furnished.
- 18) Confirm whether any Export License is required and for which End User Certificate is to be provided by us, in case of an Order on you. (Enclose format for EUC, if applicable)
- 19) Either Indian Agent on behalf of the foreign principles or the foreign principal directly can quote against this order, but not both. In either case an Indian agent cannot represent more than one principal against the same tender.
- 20) Your offer should reach us on or before the due date and time i.e, 18th OCTOBER, 2016 at 14.30hrs IST. Offer received after the due date and time will not be considered. Offers received through fax or email will not be considered.

(Abraham Varghese)
Purchase & Stores Officer

COMPLIANCE STATEMENT FOR COMMERCIAL TERMS**To be filled and furnished along with your quote**

Sl. No.	Description (Commercial terms & conditions)	Compliance to Col. (2) [YES/NO]	If 'NO' Specify deviations explicitly	Remarks
(1)	(2)	(3)	(4)	(5)
1.	P & F charges, if any, please mention percentage/amount in Col.5.			
2.	Please mention percentage of GST applicable			
3.	ISRO is exempted from payment of Customs Duty vide Notification No.12/2012-Customs dated 17.03.2012. (We will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales).			
4.	Installation Charges, if any, (Please mention the percentage / amount in Col.5).			
5.	Delivery Term :- <ul style="list-style-type: none">FOR LPSC, VALIAMALA/BENGALURUIn case of Foreign orders, FOB or FCA			
6.	Freight charges, if any. If 'YES' please mention the percentage / amount in Col.5.			
7.	Delivery Period (Please mention in Col.5)			
8.	Payment Term :- (a) 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site. Please note that advance payment shall be entertained only against submission of Bank Guarantee from a Nationalized / Scheduled Bank for equal value of advance valid till the completion of supply / acceptance plus three months claim period. (b) In case of foreign orders, Payment term shall be SIGHT DRAFT.			

Sl. No.	Description (Commercial terms & conditions)	Compliance to Col. (2) [YES/NO]	If 'NO' Specify deviations explicitly	Remarks
(1)	(2)	(3)	(4)	(5)
9.	Liquidated Damages (LD) :- Since delivery is the essence of this order, LD @ 0.5% per week or part thereof subject to a maximum of 10% of the order value for the delayed period of supply.			
10.	Warranty :- Warranty for the offered item shall be from the date of installation/acceptance of the item at our site. Please mention the warranty period, if any, in Col. No.5			
11.	Performance Bank Guarantee (PBG) :- You have to submit a PBG from a Nationalized / Scheduled Bank for 10% of the order value at the time of supply valid till the completion of warranty period plus 3 months claim period.			
12.	Security Deposit (SD) :- 10% value of the order shall be deposited with LPSC within 10 days from the date of the Purchase Order towards security deposit in the form of Bank Guarantee towards performance of the Contract. (This will be returned by LPSC immediately on execution of the order satisfactorily as per order terms. If not, the amount will be forfeited).			
13.	Insurance :- Being a Govt. Of India Dept., we don't want insurance at our cost and hence we will not provide insurance. Please ensure the safe delivery of the ordered item.			
14.	Validity of Offer :- The offer shall be valid for 90 days from the date of opening.			
15.	Special conditions against Indian Agents submitting quotations in Foreign Currency.			
15-a	The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender) the same will be not be considered.			

Sl. No.	Description (Commercial terms & conditions)	Compliance to Col. (2) [YES/NO]	If 'NO' Specify deviations explicitly	Remarks
(1)	(2)	(3)	(4)	(5)
15-b	In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product will not be considered.			
16-a	Foreign Principal's pro-forma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.			
16-b	Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.			
16-c	The enlistment of the Indian Agent with Director-General of Supplies & Disposals under the Compulsory Registration Scheme of Ministry of Finance.			
17	Purchase/Preference to MSEs Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small & Medium Enterprises Development Act 2006. Necessary authenticated documentary evidences shall be submitted along with your offer. MSEs will be exempted from submission of EMD.			
18	The Tenders submitted by you shall be compulsorily signed and unsigned tenders will be summarily excluded from the procurement process			

INSTRUCTIONS TO TENDERERS

1. The Tenderers should submit quotations in duplicate in a sealed envelope, superscribing the Tender No. and due date of opening and complete in all respects with technical specifications, including pamphlets and catalogues.
2. A Proforma Invoice may also be given which should contain the following information:
 - a) The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up to should be separately indicated.
 - b) Agency Commission: The amount of commission included in the price and payable to the Indian Agent of the Contractor shall be paid directly to the Indian Agent by the Purchaser in equivalent Indian Rupees on the basis of an invoice from him applying T.T. buying rate of exchange ruling on the date of placement of the Purchase Order and which shall not be subject to any further exchange variations. This payment will be released to the Indian Agent immediately after Customs clearance of the goods in India.
 - c) The Contractor shall invoice only for the net amount payable to him, after deducting the amount of Agency Commission included in the invoice which will be paid to the Indian Agent directly by the Purchaser. However, the Contractor's invoice should separately reflect the amount of commission payable to his Indian Agent.
 - d) The earliest delivery period and country of origin of the Stores.
 - e) Banker's name, address, telephone/fax Nos. & e-Mail ID of the Contractor.
 - f) The approximate net and gross weight and dimensions of packages/cases.
 - g) Recommended spares for satisfactory operation for minimum period of one year.
 - h) Details of any technical service, if required for erection, assembly, commissioning and demonstration.
3. The FOB/FCA and C & F prices quoted should be inclusive of all taxes, levies, duties arising in the tenderer's country.
4. The offer should be valid for a minimum period of 120 days from the due date of opening of the tender.
5. Samples, if called for, should be sent free of all charges.
6. Late and delayed tenders will not be considered. Quotations by cable must be followed by detailed offers.
7. Offers made by Indian Agents on behalf of their Principals, should be supported by the proforma invoice of their Principals.
8. The details of Import Licence will be furnished in the Purchase Order.
9. The authority of person signing the tender, if called for, shall be produced.
10. Instructions / Operation Manual containing all assembly details including wiring diagrams should be sent wherever necessary in duplicate. All documents / correspondence should be in English language only.
11. The Purchaser reserves the right to accept or reject the lowest or any offer in whole or part without assigning any reason.
12. It is expressly agreed that the acceptance of the Stores Contracted for is subject to final approval in writing by the Purchaser.
13.
 - a) Part shipment is not allowed unless specifically agreed to by us.
 - b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.
14. Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
15. Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.
16. For items having shelf life, those with maximum shelf life should be supplied if order is placed

I.

TERMS AND CONDITIONS**1. DEFINITIONS:**

- a. The term 'Purchaser' shall mean the President of India or his successors or assignees.
- b. 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, representatives, heirs, executors and administrators unless excluded by the Contract.
- c. The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized 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 of plant, machinery or equipment of part thereof.

- d. The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.
2. **PRICES:**
Tenders offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotations 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 variations.
3. **TERMS OF PAYMENT:**
- 3.1. Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.
- 3.2. The Sight Draft / Letter of Credit will be operative on presentation of the under mentioned documents:
- a) Original Bill of Lading / Airway Bill
 - b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
 - c) Packing List showing individual dimensions and weight of packages.
 - d) Country of Origin Certificate in duplicate.
 - e) Test Certificate.
 - e) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.
 - f) Warrantee and guarantee Certificate/s vide Clause 20 herein below
4. **IMPORTANT LICENCE:**
Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2
5. **DEMURRAGE:**
Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.
6. **ADDRESS OF INDIAN AGENTS:**
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.....
7. **GUARANTEED TIME DELIVERY:**
The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.
8. **INSPECTION AND ACCEPTANCE TEST:**
- 8.1. The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.
- 8.2. For tests on the premises of the Contractor or of any of his sub-Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchaser's representative to carry out the tests efficiently.
- 8.3. When the stores have passed the specified test, the purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.
9. **MODE OF DESPATCH:**
Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.
10. **PORT OF ENTRY:**
Thiruvananthapuram/Chennai/Mumbai/Hyderabad/Bangalore/
11. **CONSIGNEE:**
Purchase & Stores Officer, Stores, (Valiamala, Thiruvananthapuram)

12. SHIPPING MARKS.

The mark on the shipping documents such as invoice, bill of lading and on the packages should be as follow:

PURCHASE ORDER NO.

DATED

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEM CENTRE
DESTINATION: THIRUVANANTHAPURAM / MADRAS / BANGALORE
PORT OF ENTRY: THIRUVANANTHAPURAM / MADRAS / BANGALORE

13. INSURANCE OF THE STORES:

The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTOR'S DEFAULT LIABILITY:

4.1. The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

- a) If in the judgment of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

15. In the event the Purchaser terminates the Contract in whole or in part as provided in Clause 14 the Purchaser reserves the right to Purchase, upon such terms and in such a manner as he may deem appropriate, stores similar to that terminated and the Contractor shall be liable to the Purchaser for any additional costs for such similar stores and/or for liquidated damages for delay as defined in Clause 19 until such reasonable time as may be required for the final supply of stores.

15.1. If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser:

- a) Any completed stores.
- b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted, by the purchaser and for manufacturing material delivered and accepted.

15.2. In the event the Purchaser does not terminate the Contract as provided in Clause 14, the Contractor shall continue the performance of the Contract in which case he shall be liable to the purchaser for liquidated damages for delays set out in Clause 19 until the stores are accepted.

16. REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION:

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either –

- a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b) terminate the Contract for default as provided under clause 14 above, or

- c) Acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.
18. **EXTENSION OF TIME:**
If the completion of supply of stores is delayed due to reason of *force majeure* such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.
19. **DELAY IN COMPLETION / LIQUIDATED DAMAGES:**
If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.
20. **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 are found to have developed under proper use arising from faulty materials, 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 parts thereof are faulty.
 - c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals 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 defects 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) To fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10% 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 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, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.
21. **REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:**
The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.
22. **PACKING:**
- a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.
 - b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional

expenses involved.

- c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.
- d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.
- e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.
- f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:
 - Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)
 - Invoice (3 copies)
 - Packing List (3 copies)
 - Test Certificate (3 copies)
 - Certificate of Origin.

The Contractor shall also ensure that one copy of the packing list is enclosed in each case

23. **ARBITRATION:**

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

24. **LANGUAGE AND MEASURES:**

All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

25. **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 trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

26. **COUNTER TERMS AND CONDITIONS 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.

27. **SECURITY INTEREST:**

On each item to be delivered under this Contract, including an item of work in progress in respect of which payments have been made in accordance with the terms of the Contract, purchaser shall have a security interest in such items which shall be deemed to be released only at the time when the applicable deliverable item is finally accepted and delivered to the purchaser in accordance with the terms of the Contract. Such security interest of the purchaser shall constitute a prior charge as against any other charge or interest created in respect of such items by any entity.

28. **BANK CHARGES:**

While the purchaser shall bear the bank charge payable to his Bankers (State Bank of India), the Contractor shall bear the Bank charges payable to his Bankers including the cheques towards advising amendment commissions.

29. **TRAINING:**

The Contractor shall, if required by the purchaser, provide facilities for the practical training of Purchaser's engineering / technical personnel from India and for their active association on the manufacturing processes throughout the manufacturing period of the Contract / stores, number of such personnel to be mutually agreed upon.

30. **APPLICABLE LAW:**

The Contract shall be interpreted, construed and governed by the laws of India.

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

Tender No:

Due on:.....

Tenderer's 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 thereof 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 not withstanding 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	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 subjects to the terms ad conditions stipulated in the enquiry and contained in the purchase order communicating the acceptance of this tender either in whole or in part.