

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

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Fax +091-0472-2800712,0471-2567305

Date :01/11/2018

INVITATION TO TENDER

M/s

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Our Ref No : AX25 2018-031856-01

Tender Due: 16:00 Hrs ISTon 29/11/2018

Opening : 14:00 Hrs ISTon 03/12/2018

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: DOS:PM:20)

S.No.	Description of Items with Specifications	Unit	Quantity
1	Fabrication and supply of Type II SDX category fully built Bus on Ashok Leyland Viking 222" chassis by strictly complying with AIS 052 phase II bus body code and its amendment as on date and as per the specification given in annexure I & III.	Nos.	4
2	Fabrication and supply of Type I NDX category fully built Midi Bus on Ashok Leyland Lynx smart chassis by strictly complying with AIS 052 phase II bus body code and its amendment as on date and as per the specification given in annexure I & III.	Nos.	2

DELIVERY AT: LPSC/VMC
MODE OF DESPATCH BY ROAD
DUTY EXEMPTIONS EXEMPTED

SPECIAL INSTRUCTIONS NIL

SPECIFIC TERMS DOS:PM:20

INSTRUCTIONS TO TENDERERS:

- Note:-1. Ashok Leyland Viking 222' chassis and Ashok Leyland Lynx smart chassis will be supplied by LPSC against submission of BG equal to the value of Chassis.
2. Specifications & Drawings as per Annexure: I,A1,B1,C1,II,A2,C2,B2 &D.
3. Compliance of Scope of Works, Terms and conditions as per Annexure:- III
4. PT Terms and conditions as per Annexure:- IV
5. Compliance Statement attached herewith shall be duly filled and sent along with the quotations, without which your offer will not be entertained.
6. E.Mail quotations will be not be considered.

sd/-

SPECIFICATION FOR BUS BODY BUILDING ON ASHOK LEYLAND VIKING 222" CHASSIS.

To be constructed as per AIS 052 bus body code, CMV Rule, AIS and MV Act of India

SI No	Description	Specification
1	DIMENSION	
a	Chassis	Ashok Leyland 222" (5639 mm) Viking Chassis with shackle suspension on front and rear
b	Wheel base	5639 MM (222")
c	Overall width	2600 mm max.
d	Interior height	1900mm (min) as per Bus code
e	Hight of grab rail	1830 mm
f	Overall length	11500 mm Max
g	Front overhang	2083 mm
h	Rear over hang	3383 mm (Max 60% of WB)
i	Overall Height	3235 mm (max 3800 mm)
J	Grab rail height	1830
k	Floor to waist level height	840 mm (Maximum)
2	STRUCTURE	
a	Type of construction	All GI tubular construction, hitech model bus with single piece wind shield, sliding glass windows, Top bonded glass, full width complete foot step, pneumatically operated passenger door, stretched GI sheet roof etc.
b	Floor Longitude	3 mm GI Sections of different cross sections
c	Floor cross bearers	ISMC 100X50X6 mm
d	Main pillar	GI Tube 60X40X2.6 mm
e	Stump pillar	GI Tube 40X40X2.6 mm
f	Skirt rail	GI tube 40X20X2 mm
g	Anti drumming rail	GI tube 40X20X2 mm
h	Waist rail	GI tube 40X40X2 mm
i	Roof stick	GI tube 40X40X2 mm
j	Roof longitudes	2 mm GI Sheets of different cross sections(UZCL etc)
k	Structure fabrication	A sub frame shall be fabricated and mounted over the OE chassis by using U Clamp and Balata packing. Super structure shall be fabricated over the sub frame only. All welded joints shall be cleaned thoroughly and applied with double coat of zic rich primer.

Annexre I to indent no :AX252018 031856

3	PANNELLING EXTERIOR	
a	Waist rail to rub rail	1 mm GI Stretched sheet
b	Rub rail to skirt rail	1.22 mm aluminium sheet
c	Front shape	<p>Elegant looking front show of aerodynamic design with 8.6mm single piece laminated wind shield glass and lifting type grill. The front face shall be made up of molded FRP or in metal.</p> <p>All bidders are requested to send photos of different AIS 052 approved front shapes available with the them along with the quotation , We reserve the right to select any one of the approved model.</p>
d	Front grill	Front grill should be large enough to facilitate easy maintenance. Grilled shall be lifting type with reliable hydraulic/gas cylinders for easy lifting of the grill. The grill and middle part of the bumper shall be removable to facilitate easy serviceability of engine and radiator.
e	Rear shape	Elegant looking metallic or molded FRP with single piece glass. All bidders are requested to send photos of different AIS 052 approved rear shapes available with the them along with the quotation , We reserve the right to select any one of the approved model.
f	Front bumper	FRP/Metal
g	Rear Bumper	FRP/Metal
4	PANNELING ITERIOR	
a	Body sides - truss panel	0.8 PPGL(Polypropylene sheet)
b	Waist panel	0.8 PPGL(Polypropylene sheet)
c	Window finishers	0.8 PPGL(Polypropylene sheet)/ 0.6 mm SS sheet
d	Dash board	FRP (Flammability Certified as per IS 15016)
e	Roof panel	0.8 PPGL(Polypropylene sheet)
f	Flooring	3 mm Aluminum chequered plate
g	Grab rail	Two grab rails of 25 mm SS pipe with mat finish shall be provided longitudinally along the full length of gangway at a height of 1795 mm from the floor. One grab rail shall be extended up to extreme front passenger door. Four numbers of standee strap shall be provided each on the grab rail at front portion.

h	Window guard rail	Two window guard pipe of 16 mm SS with mat finish shall be provided out side the bus body as per bus body code.
i	Driver partition frame	Driver partition shall be made of SS pipe(Mat finish) frame with clear glass behind the driver seat in the top and chequered Aluminium sheet at bottom. A Foot rest and handle shall be provided on the partition for the passenger sitting behind the partition.
j	Engine barricade	Stainless Steel pipe (Mat finish)guard rail on LH side surrounding engine cover. Its height shall be 700mm in left side reducing to 300mm in rear of the bonnet enabling easy entry for the driver.
k	Stanchion pipe	YES 3 Nos SS pipes (Mat finish)
l	Insulation	Appropriate non-flammable thermal insulation
5	PASSENGER DOOR	
a	Type	Pneumatically operated JK type door . The operation of door mechanism shall be as per AIS 052 code. The door operating mechanism shall be mounted on top of the door and should be covered with paneling. Mat finished SS pipe hand rails shall be fitted suitably on door and on RH side above foot step level for grab holding by passengers during entry
b	Position	FOH opposite to driver seat
c	Size	As per bus body code
d	Foot step	All the foot step shall be designed and fabricated to the full with of entrance passage as per the drawing attached in annexure A1 . It shall be covered with 3mm Aluminum chequered plates.
e	Bottom foot step height	380 mm from ground
f	Emergency door	AS per AIS 052 standard

Annexre I to indent no :AX252018 031856

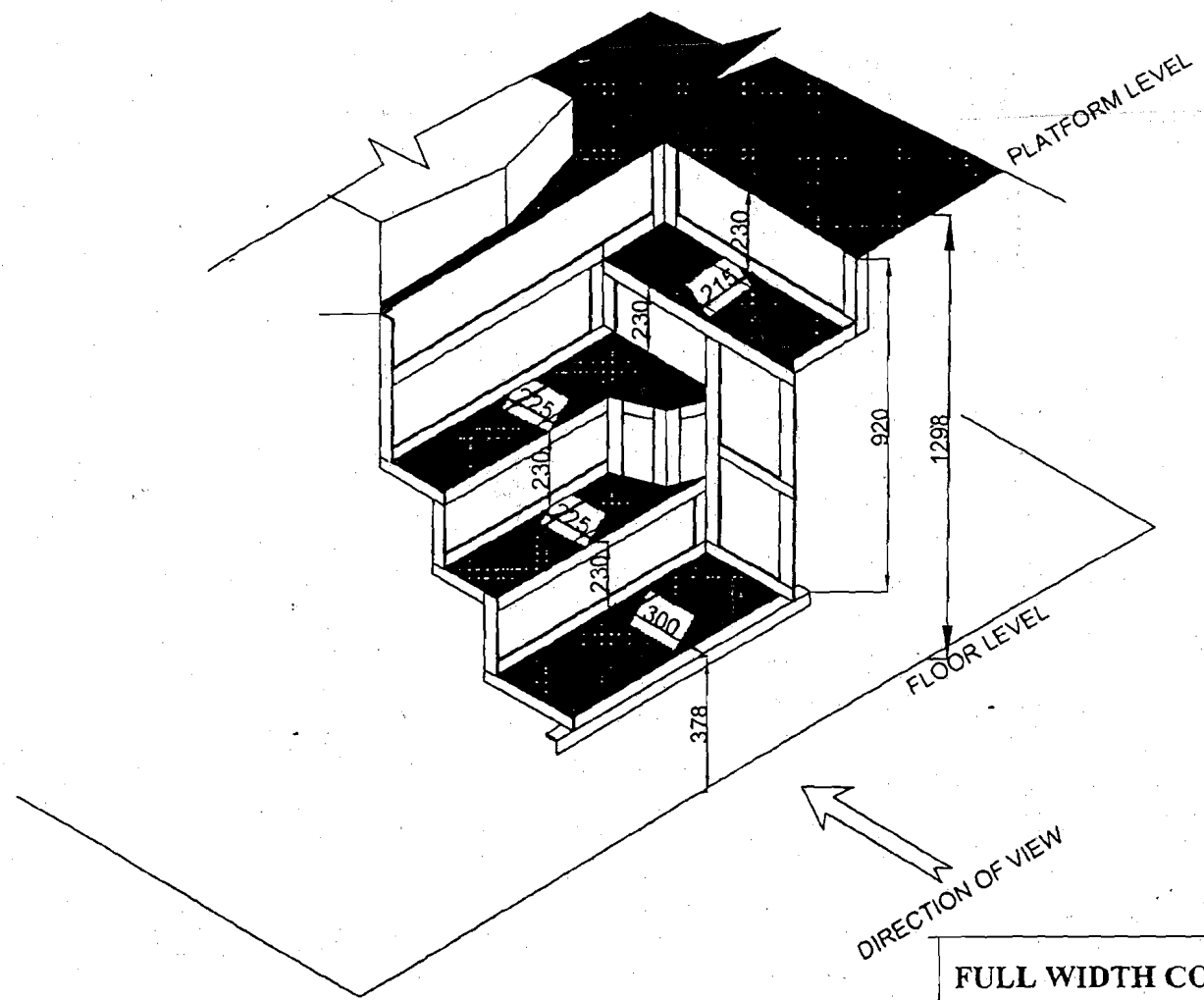
g	Driver door	One carriage type door on RHS with reliable good quality lock, handle & key. Lifting type clear window glass with tower bolt to lock the glass at different position. A reliable locking mechanism and dove tail shall be provided to avoid rattling sound. ABS/ACP magazine pouch/document box and water bottle holder on driver door. One full width pipe handle shall be provided on door's inside panel. Bottom of the door shall left open for drainage of water.The driver door shall be positioned parallel to the driver seat so that driver can show the hand signal and can look through the window while reversing.
6 PASSENGER SEAT		
a	Seat no	51 + D
b	Seat lay out	3 X 2 As per annexure B1
c	Seat Model	Eergonomically designed blue color rexine covered HHR seat with thigh support, foot rest and common grab handle . Seat rear shall be covered with PPGL . Seat shall be fabricated as per the drawing attached in the annexure C1
d	Seat pitch	Minimum800 mm, Seat shall be mounted on floor structure not alone the aluminum sheet.
e	Seat dimension	Three seater (L X W) : 1215mm, X 420mm Two seater(L X W) : 830 mm X 420 mm, Seat height from floor : 480 mm
f	Leg room	Minimum 280 mm
g	Driver seat	OE sypply
7 GLASSES AND BEADINGS		
a	Front wind shield	Single piece laminated clear safety toughened glass of 8.76mm thickness mounted on rubber beading.
b	Rear Windscreen	Single piece Clear/Light grey safety toughened glass of 5 mm thick.
c	Windows	Sliding type (2 piece)5 mm toughened clear glass mounted in a black powder coated aluminum frame
d	Top fixed glass	Bonded type with toughned dark grey colour.
e	Window Glass Handle	Wider handle (80 mm)without lock. (Ensure that handle will not get struck with seat frame)
8 ELECTRICAL		

a	Head lamp	Round type with dome 2 + 2 Nos
b	Tail lamp	OE
c	Step lamp	1 no on the left of the foot step
d	Roof lamp	5 +2 Nos
e	Direction indicator	OE
f	Height marker lamps	Two at front and two at rear
g	Side marker lamps.	As per bus body code.
h	Fan	1 No of 8" sweep electric fan for driver
i	Wiper	Bottom mounted , Electrically operated, opposing type
j	Horn	Roots Vibrosonic (HT & LT)Electrical horn
k	Battery Cut-off Switch	OE
l	Speakers	4 Nos shall be provided on the roof with individual switch near to the speaker. Wiring of the speaker shall be done separately and extended up to music system provision provided in front instrument panel. Master switch for the speakers shall be provided near the instrument panel.
m	LED display board	A programmable LED display board of size 300 X 150 MM shall be provided on front left to display route numbers.
9	FITMENTS	
a	Mud flap rubber	4 Nos mud flaps
b	Rear view mirror	2 Nos convex , Both the RVM shall be positioned to get clear view of rear side
c	Fire extinguisher	To be provided as per Bus code with bracket to hold it properly without making noise and vibration(Total 10 kg)
d	First aid box	1no
e	Inside mirror	1 No
f	Number plates	Front and rear
g	Route board	1 No at front left
h	Document box	1 no in driver cabin
i	Wheel arch	4 Nos
j	Propeller shaft bracket	A suitable bracket shall be provided for each shaft
k	Water channel	Hindalco water channel , Product no : 6256
10	OTHER SPECIFIC REQUIREMENTS	

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a	Battery box	Battery box shall be fabricated on LH side with flap door and lock arrangement. Battery carrier shall be sliding type with locking mechanism for holding the batteries. Carrier shall be locked in its position with 2 strong tower bolt on both sides. All the mechanism and inside of the box shall be coated with 3M under body coating to prevent rusting.
b	Engine cover	Engine bonnet will as per OE supply.
c	Inspection cover	An Inspection cover of suitable sizes shall be provided for the maintenance of gear box .
d	Tool box	Tool box made with GI structure and Aluminium covering on LH side of engine cover with cushion padded seat , suitable back rest, and hand rest.
e	Barricade and foot step	Barricade and foot rest shall be provide in front of the 3 seater seat near to rear emergency door and two seater seat near to the passenger door
f	Radiator filling cover	Sufficiently large rattle free inspection cover with good quality hinges and locking mechanism (400 SQCM)shall be provided on the front instrument panel for easy maintenance of radiator.
g	Air filter inspection cover	Sufficiently large rattle free inspection cover with good quality hinges and locking mechanism (400 SQCM)shall be provided for the inspection and maintenance of air filter.
h	Stickering on the bus	<p>Front wind shield: " GOVT.OF INDIA " In English and " <i>Bharath Sarkar</i> " in Hindi shall be pasted inside the wind shield glass as shown below. White background and red lettering.</p> <p>Rear glass: " GOVT.OF INDIA " In English shall be pasted on the bottom of the rear glass.</p> <p>Inside : " <i>Please close the window before leaving the bus</i> " red sticker one on the driver glass partition and other two on the frame between the top bonded glass and window. " <i>Reserved for staff</i> " red sticker with an arrow towards front shall be pasted frame above the 6th seat.</p>

i	Driver door position	The driver door shall be positioned parallel to the driver seat so that driver can show the hand signal and can look through the window of driver door while reversing.
j	Front quarter glass	A sufficiently large quarter glass (Approximate minimum size : 365 X 230 X 1100 mm) shall be provided ahead of the driver door to increase the visibility while turning the vehicle. Width of A frame (Wind shield frame) should be minimum as possible.
k	Water channel	Hindalco extruded water channel, Product no:6256. Details attached as annexure D
l	Wheel hump	Wheel hump construction should be avoided.
m	Escape hatch	Escape hatch should be avoided.
n	Hat rack	Hat rack should be avoided.
11	PAINTING	
	Paints	Exterior- Diamond white above floor level and spiral grey below floor level. Interior: Seat frame shall be painted with grey or blue colour. Epoxy primer and PU paints of reputed manufacturers shall only be used



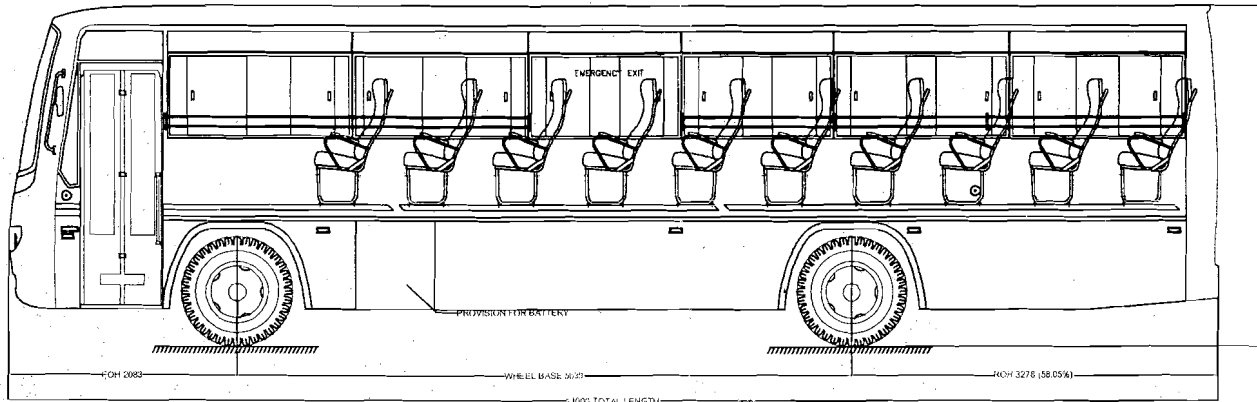
**FULL WIDTH COMPLETE FOOT STEP FOR
VIKING 222" SDX BUS**

ALL DIMENSIONS ARE IN MM
NOT IN SCALE

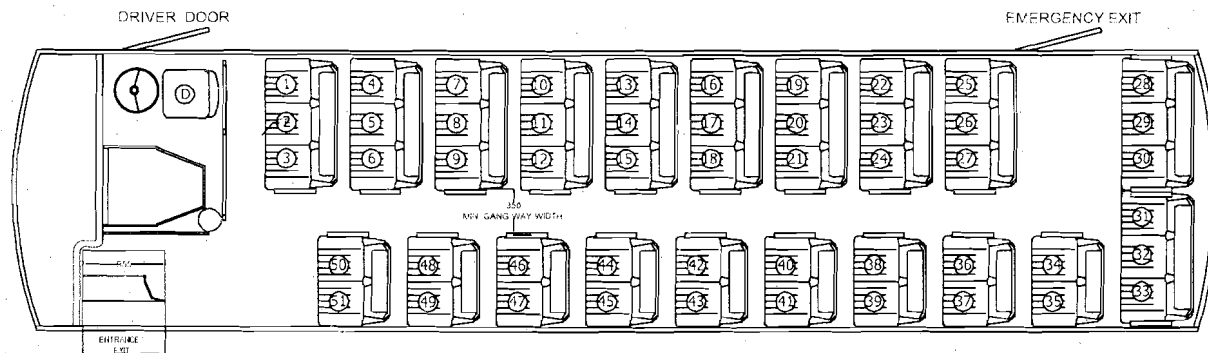
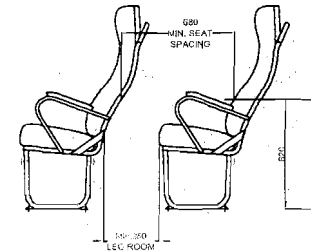
LIQUID PROPULSION SYSTEMS CENTRE

22/10/10

ANNEXURE B1



SEAT CONFIGURATION
 RHS: (10x3) = 30
 LHS: (9x2)+(1x3) = 21
 TOTAL: 51+D



SEATING CAPACITY	51+D
STANDEES	6
GANG WAY WIDTH	400
GANG WAY LENGTH	7000

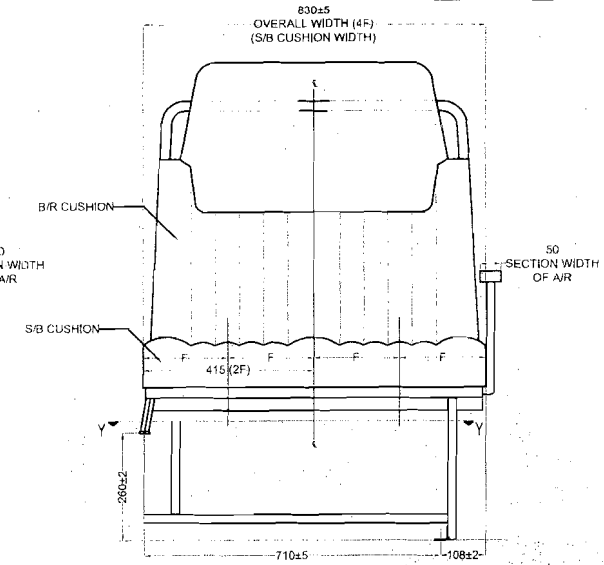
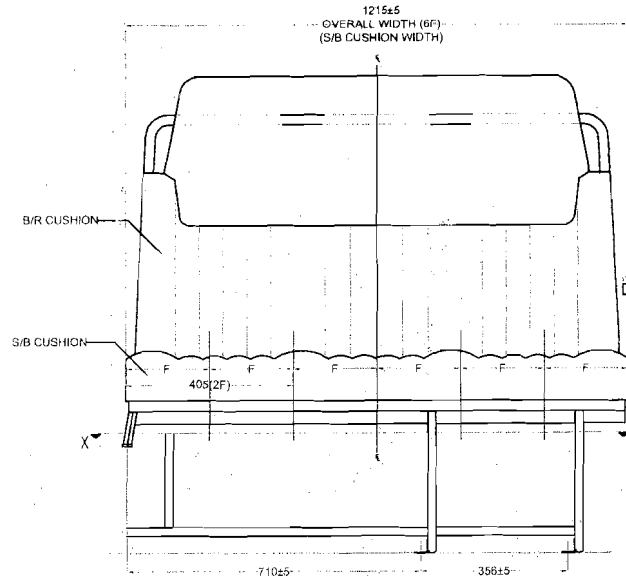
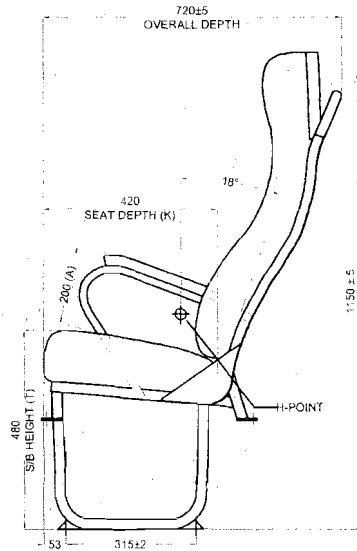
SEAT LAYOUT OF VIKING 222SDX BUS

ALL DIMENSIONS ARE IN MM

NOT TO SCALE

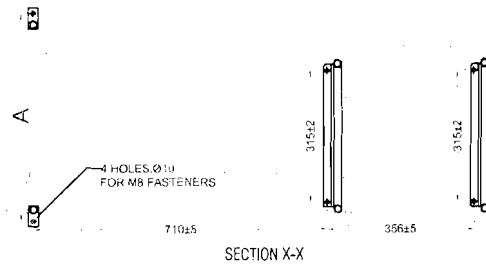
LIQUID PROPULSION SYSTEMS CENTRE

ANNEXURE C1

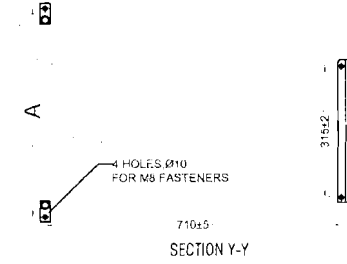


GENERAL NOTES:

- 1) GENERAL TOLERANCE ON FOAM, TRIMMED UP ASSEMBLY ±20mm
- 2) GENERAL TOLERANCE ON METAL PARTS ±2 mm (LINEAR DIM.), ±2° (ANGULAR DIM.)
- 3) UPHOLSTERY COLOUR & MATERIAL, AS PER CUSTOMFR. REQUIREMENT (TO MEET SPECIFICATION AS PER AIS 052)
- 4) SEAT SHOULD MEET AIS-023 SPECIFICATION FOR DIMENSION & STRENGTH REQUIREMENTS.
- 5) SEAT BASE AND BACK REST FOAM PADS TO BE MADE OF MOLDED PU FOAM.



ASSY THREE SEAT ROYAL WALL MTG WITH COMMON HEAD REST RH



ASSY TWIN SEAT ROYAL WALL MTG WITH COMMON HEAD REST RH

Parameters	AIS 023 Clause No:	Specified(Min)	Observed
Min. Cushion width (2F) in mm.	4.3.1.1	Class-II 400 mm	405 mm.
Min. Backrest Height	4.3.1.3	Class-II 1000 mm	1150 mm.
Min. Cushion Depth (K) in mm.	4.3.1.4	Class-II 400 mm	420 mm.
Min. Torso Angle(°)	4.3.1.5	Class-II 15°	18°
Min. Armrest height from cushion (T)	4.3.1.8	Class-II 175 mm	200 mm.
Min. Armrest Width	4.3.1.9	Class-II 40 mm	50 mm.

ASSEMBLY OF 2-SEATER & 3-SEATER FOR 222" SDX BUS

ALL DIMENSIONS ARE IN MM
NOT TO SCALE

LIQUID PROPULSION SYSTEMS CENTRE

SPECIFICATION FOR BUS BODY BUILDING ON ASHOK LEYLAND LYNX SMART CHASSIS.		
To be constructed as per CMV Rule, AIS 052 and MV Act of India		
Sl No	Description	Specification
1	DIMENSION	
a	Chassis	Ashok Leyland Lynx Smart (4200 mm) Chassis with shackle suspension on front and rear.
b	Wheel base	4200 MM
c	Overall width	2350mm
d	Interior height	1870mm (min) as per Bus code
e	Height of grab rail	1795 mm
f	Overall length	8350 mm
g	Front overhang	1665 mm
h	Rear over hang	2515 mm(max 60% WB)
i	Overall Height	2850 mm
J	Floor to waist level height	840 mm (Maximum)
2	STRUCTURE	
a	Type of construction	All GI tubular construction, hitech model midi bus with single piece wind shield, sliding glass windows, full width complete foot step, pneumatically operated passenger door, stretched GI sheet roof etc.
b	Floor Longitude	3 mm GI Sections of different cross sections
c	Floor cross bearers	ISMC Channel 75X40X6 mm
d	Main pillar	GI Tube 60X40X2.6 mm
e	Stump pillar	GI Tube 40X40X2.6 mm
f	Skirt rail	GI tube 40X20X2 mm
g	Anti drumming rail	GI tube 40X20X2 mm
h	Waist rail	GI tube 40X40X2 mm
i	Roof stick	GI tube 40X40X2 mm
j	Roof longitudes	2 mm GI Sheets of different cross sections(UZCL etc)
k	Structure fabrication	A sub frame shall be fabricated and mounted over the OE chassis by using U Clamp and Balata packing. Super structure shall be fabricated over the sub frame only. All welded joints shall be cleaned thoroughly and applied with double coat of zic rich primer.
3	PANNELING EXTERIOR	
a	Waist rail to rub rail	1 mm GI Stretched sheet
b	Rub rail to skirt rail	1.22 mm aluminium sheet

Annexre II to indent no AX252018 031856

c	Front shape	Elegant looking front show of aerodynamic design with 8.6mm single piece laminated wind shield glass and lifting type grill. The front face shall be made up of molded FRP or in metal. All bidders are requested to send photos of different AIS 052 approved front shapes available with the them along with the quotation , We reserve the right to select any one of the approved model.
	Front grill	Front grill should be large enough to facilitate easy maintenance. Grilled shall be lifting type with reliable hydraulic/gas cylinders for easy lifting of the grill. The grill and middle part of the bumper shall be removable to facilitate easy serviceability of engine and radiator.
d	Rear shape	Elegant looking metallic or molded FRP with single piece glass. All bidders are requested to send photos of different AIS 052 approved rear shapes available with the them along with the quotation , We reserve the right to select any one of the approved model.
e	Roof	1mm stretched GI sheet
f	Front bumper	FRP/Metal
g	Rear Bumper	FRP/Metal
4	PANNELING ITERIOR	
a	Body sides - truss panel	0.8 PPGL(Polypropylene sheet)
b	Waist panel	0.8 PPGL(Polypropylene sheet)
c	Window finishers	0.8 PPGL(Polypropylene sheet)/0.6 mm SS sheet
d	Dash board	FRP (Flammability Certified as per IS 15016)
e	Roof panel	0.8 PPGL(Polypropylene sheet)
f	Flooring	3 mm Aluminum chequered plate
g	Grab rail	Two grab rails of 25 mm SS pipe with mat finish shall be provided longitudinally along the full length of gangway at a height of 1795 mm from the floor. One grab rail shall be extended up to extreme front passenger door. Four numbers of standee strap shall be provided each on the grab rail at front portion.
h	Window guard rail	Two window guard pipe of 16 mm SS mirror finish shall be provided out side the bus body as per bus body code.

i	Driver partition frame	Driver partition shall be made of powder coated M.S. pipe/ SS pipe(Mat finish) frame with clear glass behind the driver seat in the top and chequered Aluminium sheet at bottom. A Foot rest and handle shall be provided on the partition for the passenger sitting behind the partition.
j	Engine barricade	Stainless Steel pipe (Mat finish) guard rail on LH side surrounding engine cover. Its height shall be 700mm in left side reducing to 300mm in rear of the bonnet enabling easy entry for the driver.
k	Stanchion pipe	3 Nos SS pipes (Mat finish)
l	Insulation	Appropriate non-flammable thermal insulation
5	Passenger door	
a	Type	Pneumatically operated JK type door . The operation of door mechanism shall be as per AIS 052 code. The door operating mechanism shall be mounted on top of the door and should be covered with paneling. Mat finished SS pipe hand rails shall be fitted suitably on door and on RH side above foot step level for grab holding by passengers during entry
b	Position	Behind the front axle.
c	Size	As per bus body code
d	Foot step	All the foot step shall be designed and fabricated to the full width of entrance passage as per the drawing attached in annexure A2 . It shall be covered with 3mm Aluminum chequered plates.
e	Bottom foot step height	380 mm from ground
f	Emergency door	AS per AIS 052 standard

Annexre II to indent no AX252018 031856

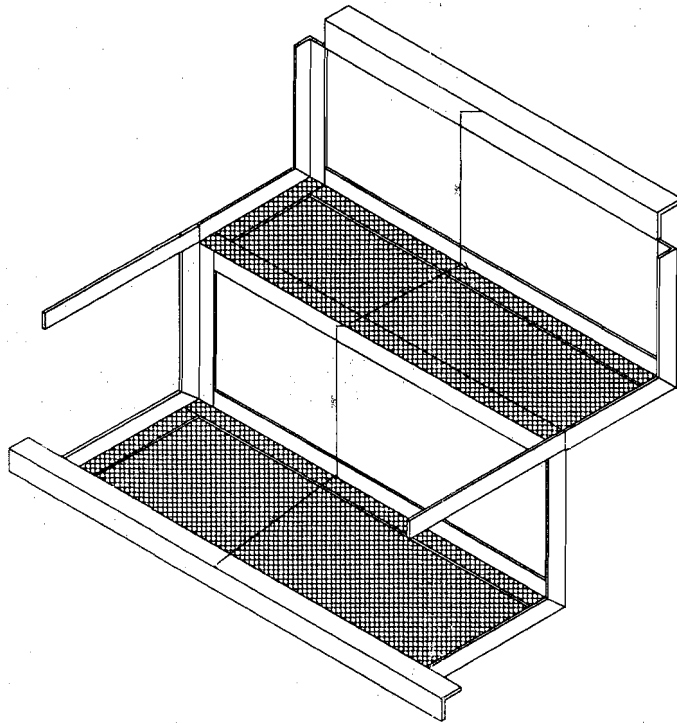
g	Driver door	One carriage type door on RHS with reliable good quality lock, handle & key. Lifting type clear window glass with tower bolt to lock the glass at different position. A reliable locking mechanism and dove tail shall be provided to avoid rattling sound. ABS/ACP magazine pouch/document box and water bottle holder on driver door. One full width pipe handle shall be provided on door's inside panel. Bottom of the door shall left open for drainage of water.The driver door shall be positioned parallel to the driver seat so that driver can show the hand signal and can look through the window while reversing.
6	PASSENGER SEAT	
a	Seat no	29 +D
b	Seat lay out	2 X 2
c	Seat Model	Ergonomically designed blue colour rexine covered HHR seat with foot rest and common handle . Seat rear shall be covered with PPGL .Seat shall be fabricated as per the drawing attached in the annexure B2
d	Seat pitch	Minimum 720 mm, Seat shall be mounted on floor structure not alone the Aluminum sheet.
e	Seat dimension	Two seater(L X W) : 800 X 410 mm, Seat height from floor : 480 mm
f	Leg room	Minimum 280 mm
g	Driver seat	OE Fitment
7	GLASSES AND BEADINGS	
a	Front wind shield	Single piece laminated clear safety toughened glass of 8.76mm thickness mounted on rubber beading.
b	Rear Windscreen	Single piece Clear/Light grey safety toughened glass of 5 mm thick.
c	Windows	Sliding type (2 piece)5 mm toughened clear glass mounted in a black powder coated aluminum frame .
d	Window Glass Handle	Wider handle (80 mm)without lock. (Ensure that handle will not get struck with seat frame)

8	ELECTRICAL	
a	Head lamp	OE
b	Tail lamp	OE
c	Step lamp	1 no on the left of the foot step
d	Roof lamp	5+1 Nos
e	Direction indicator	OE
f	Side marker lamps.	AS per bus body code.
g		
h	Fan	1 No of 8" sweep electric fan for driver
i	Wiper	integral type-Bottom mounted , Electrically operated with 28" wiper arm and blade,opposed wide sweep, inbuilt spray with 3 litre tank.
j	Horn	Roots Vibrosonic (HT & LT)Electrical horn
k	Battery Cut-off Switch	1 No at near hand brake valve.
l	Speakers	4 Nos shall be provided on the roof with individual switch near to the speaker. Wiring of the speaker shall be done separately and extended up to music system provision provided in front instrument panel.Master switch for the speakers shall be provided near the instrument panel.
m	LED display board	A programmable LED display board of size 300X 150mm shall be provided on front left to display rout numbers.
9	FITMENTS	
a	Mud flap rubber	4 Nos mud flaps
b	Rear view mirror	2 Nos convex , Both the RVM shall be positioned to get clear view of rear side
c	Fire extinguisher	As per Bus code with bracket to hold it properly without making noise and vibration (Total 10 kg)
d	First aid box	1 no
e	Inside mirror	1 No
f	Number plates	Front and rear
g	Route board	1 No at front left
h	Document box	1 no in driver cabin
i	Wheel arch	4 Nos
j	Propeller shaft bracket	A suitable bracket shall be provided for each shaft
k	Water channel	Hindalco water channel , Product no : 6256

10	OTHER SPECIFIC REQUIREMENTS	
a	Battery box	Battery box shall be fabricated on LH side with flap door and lock arrangement. Battery carrier shall be sliding type with locking mechanism for holding the batteries. Carrier shall be locked in its position with 2 strong tower bolt on both sides. All the mechanism and inside of the box shall be coated with 3M under body coating to prevent rusting.
b	Engine cover	Engine bonnet will as per OE supply.
c	Inspection cover	An Inspection cover of suitable sizes shall be provided for the maintenance of gear box .
d	Tool box	Tool box made with GI structure and Aluminium covering on LH side of engine cover with cushion padded seat , suitable back rest, and hand rest.
e	Barricade and foot step	Barricade and foot rest shall be provided in front of the 3 seater seat near to rear emergency door and two seater seat near to the passenger door and two front most seat.
f	Radiator opening in the	Sufficiently large rattle free inspection cover with good quality hinges and locking mechanism (400 SQCM) shall be provided on the front instrument panel for easy maintenance of radiator.
g	Air filter inspection cover	Sufficiently large rattle free inspection cover with good quality hinges and locking mechanism (400 SQCM) shall be provided for the inspection and maintenance of air filter.
h	Stickering on the bus	<p>Front wind shield: " GOVT.OF INDIA " In English and " <i>Bharath Sarkar</i> " in Hindi shall be pasted inside the wind shield glass as shown below. White background and red lettering.</p> <p>Rear glass: " GOVT.OF INDIA " In English shall be pasted on the bottom of the rear glass.</p> <p>Inside : "Please close the window before leaving the bus" red sticker one on the driver glass partition and other two on the frame between the top bonded glass and window. "Reserved for staff" red sticker with an arrow towards front shall be pasted frame above the 6th seat.</p>

i	Driver door position	The driver door shall be positioned parallel to the driver seat so that driver can show the hand signal and can look through the window of driver door while reversing.
j	Front quarter glass	A sufficiently large quarter glass (Approximate minimum size : 200 X 100 x 900 MM) shall be provided ahead of the driver door to increase the visibility while turning the vehicle. Width of A frame (Wind shield frame) should be minimum as possible.
k	Water channel	Hindalco extruded water channel, Product no:6256. Details attached as annexure C2
l	Escape hatch	Escape hatch should be avoided.
m	Hat rack	Hat rack should be avoided.
N	Wheel hump	Wheel hump shall be avoided, if not possible the wheel hump height shall be minimum as possible.
11	PAINTING	
	Paints	Exterior- Diamond white above floor level and spiral grey below floor level. Interior: Seat frame shall be painted with grey or blue colour. Epoxy primer and PU paints of reputed manufacturers shall only be used

ANNEXURE A 2

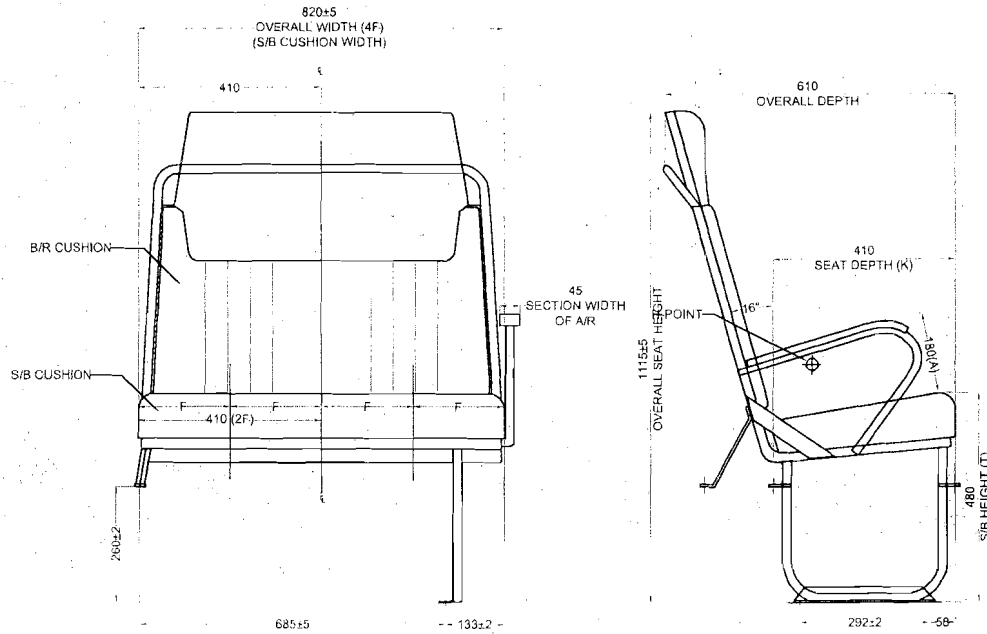


FULL WIDTH COMPLETE FOOT STEP FOR
LYNX MIDI BUS

ALL DIMENSIONS ARE IN MM
NOT TO SCALE

LIQUID PROPULSION SYSTEMS CENTRE

ANNEXURE C 2



Parameters	AIS 023 Clause No.	Specified (Min)	Observed
Min. Cushion width (2F) in mm.	4.3.1.1	Class-I 400 mm	410 mm.
Min. Backrest Height	4.3.1.3	Class-I 800 mm	980 mm.
Min. Cushion Depth (K) in mm.	4.3.1.4	Class-I 350 mm	410 mm.
Min. Torso Angle(°)	4.3.1.5	Class-I 12°	16°
Min. Armrest height from cushion(A)	4.3.1.8	Class-I 175 mm	180 mm.
Min. Armrest Width	4.3.1.9	Class-I 40 mm	45 mm.

A) GENERAL NOTES:

- 1) GENERAL TOLERANCE ON FOAM, TRIMMED UP ASSEMBLY ± 20 mm
- 2) GENERAL TOLERANCE ON METAL PARTS = 2 mm(LINEAR DIM.), $\pm 2^\circ$ (ANGULAR DIM.)
- 3) UPHOLSTERY COLOUR & MATERIAL: AS PER CUSTOMER REQUIREMENT (TO MEET SPECIFICATION AS PER AIS 052)
- 4) SEAT SHOULD MEET AIS-023-SPECIFICATION FOR DIMENSION & STRENGTH REQUIREMENTS.
- 5) SEAT BASE AND BACK REST FOAM PADS TO BE MADE OF MOLDED PU FOAM.

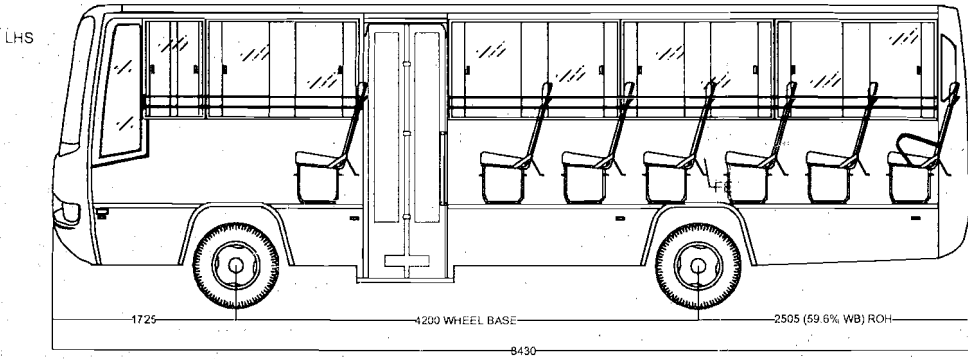
SEAT ASSEMBLY FOR LYNX MUDI BUS

ALL DIMENSIONS ARE IN MM

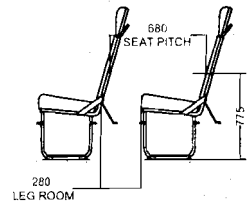
NOT TO SCALE

LIQUID PROPULSION SYSTEMS CENTRE

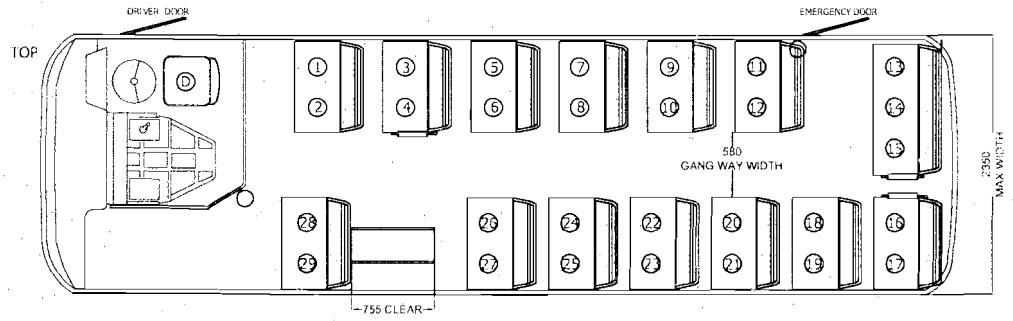
ANNEXURE B2



SEAT CONFIGURATION
 RHS: (1x3)+(6x2)= 15
 LHS: (7x2)= 14
 TOTAL=29+D



SEATING CAPACITY	29+D
GANG WAY WIDTH	580



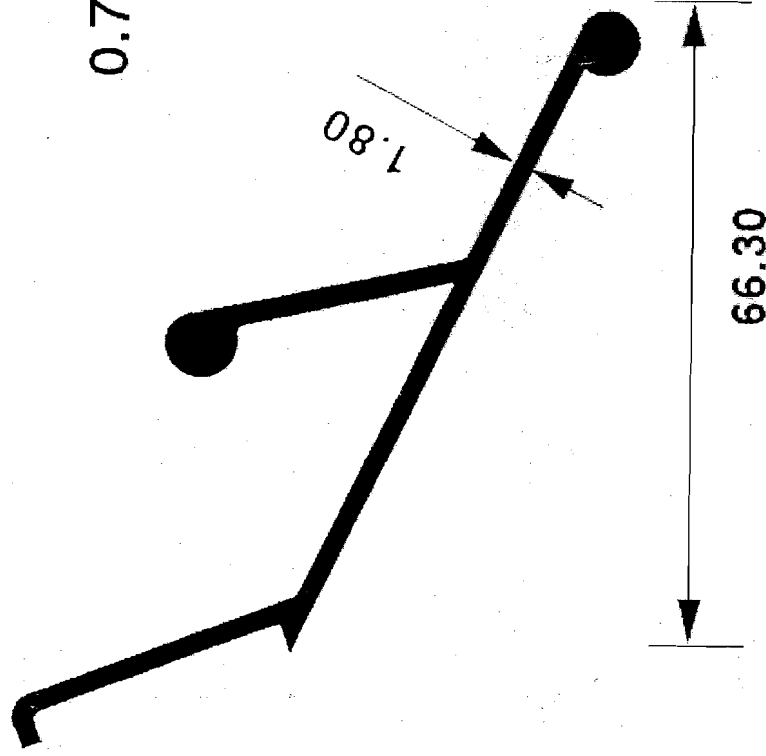
**SEAT LAY OUT OF 4200MM
 WB LYNX MIDI BUS**

ALL DIMENSIONS ARE IN MM
 NOT TO SCALE

LIQUID PROPULSION SYSTEMS CENTRE

6256

0.709 Kg/m



WATER CHANNEL

66.30

1.80

Annexure III to indent No: AX25 2018 031856

COMPLIANCE OF SCOPE OF WORKS, TERMS AND CONDITIONS		
Sl no	Description	Compliance Yes / no
	Scope of supply:	
1	a Fabrication and supply of TYPE II SDX category fully built standard bus on Ashok Leyland Viking 222 chassis by strictly complying with AIS: 052 Phase II bus code and as per the specification attached in Annexure I.	
	b Fabrication and supply of TYPE I NDX category fully built Midi bus on Ashok Leyland Lynx Smart chassis by strictly complying with AIS: 052 Phase II bus code and as per the specification attached in Annexure II.	
	General design and key requirements:	
2	a Standard Bus: Generally Streamlined balanced bus body with elegant looking front show of aerodynamic design , single piece wind shield glass, a folded type pneumatically operated JK door positioned ahead of front axle, Full width complete foot step, flat platform floor construction (Without wheel hump),etc	
	b Midi bus : Generally Streamlined balanced bus body with elegant looking front show of aerodynamic design , single piece wind shield glass, a folded type pneumatically operated JK door positioned behind the front axle, Full width complete foot step, etc	
3	Statutory regulation to be followed: The fabrication of bus body should comply with AIS052bus body code and its amendment as on date. The fabrication shall also comply with applicable Automotive Industry Standards (AIS), CMVR 1989, KMVR and Motor Vehicle Act 1988 of Govt. of India. If any statutory regulation is issued vide further amendments from ARAI, body builder is liable to take approval for the same and build our bus body as per the latest amendments so that vehicle can be registered without any objection by RTA. After delivery of the fully built vehicle at our site, if RTA suggests any modification to comply with AIS:052, you are liable to do the same at free of cost so that the vehicle can be registered	

Annexure III to indent No: AX25 2018 031856

	d	<p>The party shall have AIS: 052 Phase II approvals for fabricating TYPE II SDX standard bus on Ashok Leyland Viking 222'' chassis. If the existing approval is not meeting our (LPSC's) requirements specified in the specification, the party shall take necessary extension on the existing approval to meet our specifications.</p> <p>The party shall send the self attested copy of approval, drawing and other related along with the quotation. The party shall also specify the the specification , for which extension to be obtained</p>	
	e	<p>The party shall have AIS: 052 Phase II approvals for fabricating TYPE I NDX Midi bus on Ashok Leyland Lynx Smart chassis. If the existing approval is not meeting our (LPSC's) requirements specified in the specification, the party shall take necessary extension on the existing approval to meet our specifications.</p> <p>The party shall send the self attested copy of approval, drawing and other related along with the quotation. The party shall also specify the the specification , for which extension to be obtained</p>	
4		<p>Collection and delivery:</p> <p>The party shall collect the chassis from LPSC and delivered back the fully built bus to LPSC after completing the fabrication work and final clearance from our inspection team.</p> <p>The party shall submit "Transits insurance policy from a reputed insurance agency for the period till the vehicle delivered back to LPSC.</p> <p>The cost of the chassis is Rs.78L for 4 Viking chassis and Rs.26L for 2 Lynx smart chassis. The party shall submit "Bank guarantee" towards the cost of the vehicle from a reputed bank for the period till the vehicle delivered back to LPSC.</p>	
5		<p>Inspection</p> <p>Normally 3 stage inspection i.e., structural, paneling and finishing stages will be conducted by our inspection team during the body building work as follows. If necessary, we may also have pre-body building discussion.</p> <p>Firs stage inspection after completing all structural fabrications</p> <p>Second stage inspection after complete paneling and water leak testing of roof.</p> <p>Third stage inspection after painting and completing all works in all respect before delivery of the vehicle.</p> <p>During the inspection, any minor modification and corrective works if found necessary by the inspecting team, shall be carried out free of cost as per the instruction of the inspection team. After completion of</p>	

Annexure III to indent No: AX25 2018 031856

	<p>the modification only and next stage work can be started. Dispatch of the vehicle is allowed only after final inspection and clearance given by the inspection team.</p> <p>The party shall inform us about the stage inspection well in advance to enable us to depute our personnel for inspection</p>	
6	<p>Payment terms 50% of the payment shall be release after safe delivery of vehicle at LPSC and submission of all necessary documents for registration.</p> <p>Balance payment will be made after the successful completion of registration of the vehicles.</p>	
7	<p>Registration of vehicles. All documents for registration shall be in the name of Director LPSC, Trivandrum.</p> <p>The party shall provide necessary assistance for registering the vehicles. If the RTO is raising any objection or clarification regarding the fabrication and approval, the party shall settle the issues or rectify the issues without any additional cost.</p>	
8	<p>Warranty: The fully built bus and Midi bus shall be guaranteed for a period of two year from the date of delivery of the vehicle against all manufacturing defects, faulty workmanship, sub standard materials etc. If any defects are noticed after acceptance of the vehicle during the warranty period, it shall be suitably rectified by you at your cost to the utmost satisfaction of us within the reasonable time. Repair work of the vehicle required during the warranty period shall be done by you at TOMD, LPSC, Valiamala using your facilities whenever necessary, if required you may take the vehicle to your premises to carry out repair and it shall be delivered back to TOMD,LPSC Valiamala free of cost.</p>	
9	<p>A work completion certificate and a drawing of the completed vehicle shall be supplied along with the vehicle. Which is required for registration of vehicles.</p>	
10	<p>The drawing of windscreen glass, sliding glasses, fixed glasses, rear glass, structure drawing and finished vehicle with overall dimensions shall be submitted at the time of delivery of the vehicle.</p>	
11	<p>The party shall supply necessary spares for bus body repair works such as glasses, beadings, Window channels, pneumatic items, electrical items etc on payment basis till the vehicle is disposed from service (Nearly 15 years).</p>	

Annexure III to indent No: AX25 2018 031856

12		Any clarification regarding specification shall be obtained from us before fabrication	
13		All body materials used shall be of reputed manufacturers listed as below and shall be new, free of rust/corrosion. If required by the inspection team, the documents and test certificates of materials used shall be shown to the inspection team for verification.	
	SI no	ITEM	NAME/BRAND
	1	Aluminium sheet, Aluminium Extruded Sections, Aluminium chequered sheet	HINDALCO/ INDAL/BALCO/STERLITE/NALCO
	2	M.S Channels & MS Angles	TISCO/IISCO/ESSAR/SAIL/JINDAL/ Tata steel /SAIBABA/OPG
	3	Glasses	Chandra Laxmi Safety Glass/ Hindustan Safety Glass Works/ Gulati Glass Pvt Ltd/Fuso /Durasafe/Atultuf/ Duratuf
	4	EPDM Rubber Profiles.	Anand Nishikawa Co ltd/ Gold Seal Engg. Ltd/ALP Banglore/ KV Eneterprices /ASP/OSAKA/RK Profiles.
	5	GI Pipes	ThakkarsonsAuto Ancillary (I) Ltd/ Bhulshal Steel Ltd/ Bihar Tubes/Hindustan Steels /Shankara Infratecture
	6	Wiper	LUCAS/ELGI/CAMOFLEX/ ALMIGHTY/TVS/ALLIED SPARES
	7	LT Wires & Cables	ANCHOR/HAVELLS/FINOLEX/ ROOTS/V-GUARDS
	8	PAINTS	DUEPOINTS/AKZONOBEL/NIPPON /ASIAN PAINTS/NEROLAC
14		All other materials & electrical accessories used shall be of reputed manufacturers. If any items used is found inferior by the inspection team, the same shall be replaced with recommended quality material.	
15		Eligibility of vendor	
	a	Bus body builders with ARAI/CIRT/ICAT approval for Body building & approval [Second Phase] for Ashok Leyland Viking 222" chassis and Ashok Leyland Lynx Smart chassis with compliance verified for AIS:052 (Revision 1)-2008 or latest valid at the time of opening of tender are eligible to participate in this tender	

Annexure III to indent No: AX25 2018 031856

	b	Parties shall have a min. of 5 years' experience in the field of bus body building of vehicles	
		Document to be submitted along with the quotation	
16	a	Self attested copy AIS: 052 Phase II approvals for fabricating TYPE II SDX standard bus on Ashok Leyland Viking 222'' chassis.	
	b	Self attested copy AIS: 052 Phase II approvals for fabricating TYPE I NDX Midi bus on Ashok Leyland Lynx Smart chassis.	
	c	Photos of different AIS 052 approved front shapes proposed to be used.	
	d	Photos of different AIS 052 approved rear shapes proposed to be used.	
	e	Photos of driver door position taken from inside (Opposite) of vehicle.	
	f	Photos of passenger seat.	
	g	The photos taken from all sides (both interior and exterior) of approved bus of same category shall be enclosed with your quotation	
	h	Compliance /Acceptance of the specification given in annexure I &II. The party shall prepare the specification in Annexure I &II specifically mentioning the acceptance/Compliance of each and every specification given in the annexure. If any of the specification cannot be complied with reason for non compliance.)	
	i	Completely filled Annexure III ,compliance of scope of work and terms and conditions.	
	j	Completely filled compliance statement for commercial terms.	

General Terms and Conditions:

1. Earnest Money Deposit :

Earnest Money Deposit amounting to Rs.2,75,000/-- 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. 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. 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 60 days.

4. 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.

5. 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.

6. 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.

7.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 your quote .

COMPLIANCE STATEMENT FOR COMMERCIAL TERMS

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.	Please specify whether you are a registered vendor (If NO, please mention the same in remarks column)		
4.	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 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.]		
5.	Installation Charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
6.	Delivery Term :- <ul style="list-style-type: none"> • FOR : LPSC, VALAIAMALA • In case of Foreign orders, FOB or FCA 		
7.	Freight charges, if any. (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
8.	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")		
10.	Payment Term :- (a) 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site. (b) In case of Foreign orders, Payment term shall be SIGHT DRAFT / 80% BY IRREVOCABLE LETTER OF CREDIT AND BALANCE 20% BY WIRE TRANSFER AFTER RECEIPT & ACCEPTANCE OF THE ORDERED ITEM.		
11.	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. (Note : This is a mandatory clause)		

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
12.	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.		
13.	Security Deposit (SD) :- You have to furnish a Bank Guarantee for 10% 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). <u>SECURITY DEPOSIT NOT REQUIRED FOR LANDED COST BELOW RS.5 LAKHS.</u> <i>(NB : If the quoted price is below Rs.5L, please mention NOT APPLICABLE in the Remarks Column. Also, Micro & Small Enterprises registered under NSIC is eligible for exemption from submission of BG. Instead they have to submit Indemnity Bond for 10% of order value. The exemption shall be allowed against production of Documentary Proof upto the monetary limit indicated in the NSIC Certificate. Please mention the same in the Remarks column.)</i>		
14	Performance Bank Guarantee (PBG) :- You have to submit a PBG from a Nationalised / Scheduled Bank for 10% 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 10% OF THE ORDER VALUE SHALL BE WITH HELD TILL THE COMPLETION OF WARRANTY PERIOD PLUS 60 DAYS.		
15..	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 10% 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.		
16.	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.		

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
17.	<p>Validity of Offer :-</p> <p>(a) The validity of the offers should be 90 days (in case of single part tender) from the date of opening of the tenders.</p> <p>(b) The validity of the offers should be 120 days (in case two part tender) from the date of opening of the tenders.</p> <p>Note :- Tenders shorter than offer validity mentioned above will not be considered for evaluation.</p>		
18.	<p>In case of foreign orders,</p> <p>(a) Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer.</p> <p>(b) Please specify whether any Agency Commission is involved or not. If 'YES' mention the percentage of Agency Commission.</p> <p>[Agency Commission shall be claimed by the Indian Agent through an Invoice. The Agency Commission shall be paid to the Indian Agent in Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of the Purchase order/Contract and within 30 days from the date of satisfactory acceptance of the item at our site. Distributers are not eligible for Agency Commission]</p>		
19.	<p>Special conditions against Indian Agents submitting quotations in Foreign Currency.</p> <p>(a) Foreign Principal's proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.</p> <p>(b) Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.</p> <p>(c) The enlistment of the Indian Agent with Director-General of Supplies & Disposals under the Compulsory Registration Scheme of Ministry of Finance.</p>		

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. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.
5. a) Your quotation should be valid for 90 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.
6. (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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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 ten 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 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 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.

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~~ ~~for~~ ~~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 ~~an~~ ~~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 ~~at~~ ~~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:
.....
.....
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.