

भारत सरकार/GOVERNMENT OF INDIA अंतरिक्ष विभाग/DEPARTMENT OF SPACE द्रव नोदन प्रणाली केंद्र/LIQUID PROPULSION SYSTEMS CENTRE तिरुवनंतपुरम/THIRUVANANTHAPURAM - 695 547

<u>लोक निविदा (द्विभाग)/PUBLIC TENDER (TWO PART)</u>

भारत के राष्ट्रपति के लिए एवं उनकी ओर से, प्रधान, क्रय व भंडार, द्रव नोदन प्रणाली केंद्र, तिरुवनंतपुरम, एतद्द्वारा स्लीपर कैबिन एवं लोड बॉडी के निर्माण के लिए- पूछताछ संख्या. AX25 2023038117 01 के जरियेलोक निविदा आमंत्रित करते हैं। (द्विभाग)

For and on behalf of the President of India, the Head Purchase & Stores, Liquid Propulsion Systems Centre (LPSC), Thiruvananthapuram hereby calls for Public tender (Two part) vide Tender Enquiry No.AX25 2023038117 01 for FABRICATION OF SLEEPER CABIN & LOAD BODY

उपर्युक्त निविदा के विवरण अनुलग्नक के रूप में संलग्न हैं। Details of tender as mentioned above are enclosed as Annexure

इच्छुक विक्रेता अपना प्रस्ताव 28.11.2023 को 14.00 बजे तक या उससे पहले प्रस्तुत करें। Interested vendors may submit their offers on or before 28.11.2023 at 14.00 hrs.

क्रय व भंडार प्रधान. Head, Purchase & Stores

INSTRUCTIONS FOR TWO PART TENDERS

1. We invite your offer duly signed, in TWO parts as follows:-

PART-I : **TECHNICAL & COMMERICAL** (Other than Price)

PART -II : PRICE BID

1.1 PART-I : TECHNICAL & COMMERCIAL

1.1.1 **TECHNICAL:** The detailed Technical Specification and Commercial Terms such as taxes, duties payable, place of delivery, payment term, validity etc and scope of supply shall be covered in this part. Please enclose a copy of the details indicated in price quotation (WITHOUT PRICES OR BY MASKING THE PRICE) mainly to know the items/ specifications for which you have indicated prices in price bid. This part should not contain prices. The Technical and commercial part of the offer should be kept in a sealed envelope super scribing the following details.

QUOTATION AGAINST TENDER NO AX25 2023038117 01 DUE ON 28.11.2023 at 14.00 hrs IST OPENING ON 28.11.2023 at 14.30 hrs IST Fabrication of Sleeper Cabin & Load body PART I - TECHNICAL & COMMERCIAL

1.2. PART -II : PRICE BID

- 1.2.1. This part shall contain **PRICE** details only.
- 1.2.2. The price for the item should be indicated item wise in this part. All the items/ specifications mentioned in the Technical Part should come here and prices indicated against each. The break-up for each item of supply or services should be indicated.
- 1.2.3. Whenever options are quoted, the same should also be indicated with quantity and unit rate separately. The prices are to be mentioned both in figures and in words. This part should also be kept in a sealed cover superscribing as follows:-

QUOTATION AGAINST TENDER No. AX25 2023038117 01

DUE ON 28.11.2023 at 14.00 hrs IST

OPENING ON 28.11.2023 at 14.30 hrs IST

Fabrication of Sleeper Cabin & Load body

PART II - PRICE BID

THE TWO SEALED COVERS PREPARED AS ABOVE SHOULD BE KEPT IN ANOTHER ENVELOPE, SEALED AND SUPERSCRIBED AS UNDER:-

"Quotation against Tender No. AX25 2023 038117 01Due on 28.11.2023 14.00 hrs IST for

Fabrication of sleeper Cabin & Load body

AT LPSC, VALIAMALA

TWO SEPARATE COVERS PART-1 & PART -II SHALL ADDRESS TO

SR.PURCHASE & STORES OFFICER Liquid Propulsion Systems Centre Valiamala (PO) Thriuvananthapuram- 695 547.

For any clarification you may contact us at following phone/Fax Nos.

Telephone : 0471 2567726/0471 2567727

Your offer should reach us on or before the due date and time i.e. **28th November 14.00 hrs** IST. Offers received after the due date and time will not be considered.

Offers received through fax or email shall not be considered.

| - | | भारत सरकार अंतरिक्ष विभाग (अं.वि.) दव नोदन प्रणाली केंद्र वलियमला, तिरुवनंतपुरम 695547, केरला | •• वनसं रिफड़ | GOVERNMENT C DEPARTMENT C LIQUID PROPUL VALIAMALA THIRUVANANTH | OF SPACE (DOS) SION SYSTEMS | CENTRE |
|---------------------------------------|--|---|--|--|---|---|
| | फोन नं Ph No | 0471-2567 726/813/317/319 / Fa | | 12,0471-2567305 / ई | मेल e-mail: head_ps | s@lpscv.dos.gov.in |
| | | 1 | निविदा आमंत्रण NVITATION TO TI | ENDER | | |
| मैसर्स | | | | हमारी संदर्भ | | |
| M/s | | 00000 | | Our Ref. N | | 023-038117-01 |
| | | | 0 | निविदा अंति Tender Du | म तिथि e at 14:00 hr | rs IST on 28/11/2023 |
| संलग्न निवि | लिखित मदो ादा प्रपत्र में व | की आपूर्ति के लिए अनुलग्नक वर्णनात्मक सूचीपत्र/पैम्फलेट/स मुहरबंद निविदा प्रस्तुत करें। | (फार्म सं. संलग्न) ।हित्य सहित हमारी | में उल्लिखित निबंध संदर्भ सं. एवं अंति | धन एवं शर्तों के अ म तिथि (मोटे अक्ष | ानुसार इरों में) |
| Please si /pamphlets | ubmit your s /literature | sealed quotation , in the T superscribed with Our Re sentioned in Annexure(For | ef.No. and Due D | Date for the supp | with the descri ly of the followir | ptive catalogues ng items as per the |
| क्र.सं. SI. No. | विनिर्देशों स Descriptio | ाहित मद का विवरण on of items with Specificatio | ons | | ड़काई Unit | मात्रा Quantity |
| 1 | /12 LPT | nd fabrication of sleeper ca 3920mm WB chassis strict A and as per the drawing | ly as per the spe | cification in | Nos | 1 |
| 2 | body on 1 | nd fabrication of sleeper ca Tata 712 LPT 3920mm WB ion in Annexure B and as p | chassis strictly | as per the | Nos | 1 |
| सुपुर्दगी स्थल Delivery At | | LVF | | | | |
| प्रेषण की विधि Mode of De | | BY ROAD | | | | |
| शुल्क छूट Duty Exem | ptions | - | | | | |
| विशेष अनुदेश Special Ins | a tructions | NIL | | | | |
| विशेष निबंध Specific Te | | DOS PM:20 | | | | 1 |
| निविदाकारों Instructions | को अनुदेश s to Tende | rers | | | | |
| (2) Scope (3) Compl (4) Instruc | and terms liance mati ctions for T | d Drawings as per Annexur and conditions as per Ann rix as per Annexure:- D wo-Part Tenders as per Annex nd conditions as per Annex | nexure:- C nnexure: I | nd A3 | | |
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SPECIFICATION FOR FULLY BUILT SLEEPER CABIN AND OPEN STEEL LOAD BODY ON TATA LPT 712 LPT 3920 WB CHASSIS

GENERAL SPECIFICATION SHOULD BE IN ACCORDANCE WITH THE MOTOR VEHICLE RULES UNLESS OTHERWISE SPECIFIED

| SI. No. | Description | Specification |
|------------|--|---|
| 1 | Chassis Model | TATA 712 LPT 3920 WB cab chassis. |
| 2 | CABIN | |
| a | Wheel Base | 3920mm |
| b | Cabin type | Day night cabin with dual berth. The rear portion and roof portion of the OE cabin have to be removed and the cabin has to be extended (Both rear and roof) as per the specification and drawing in Annexure A2 to accommodate the dual berth behind the driver and co driver seat. |
| С | Cabin Length | 1200mm (from front wheel center to rear outer end) |
| d | Cabin width | 2155mm (Maximum as per FES) |
| е | Cabin height | 1800mm (Internal) |
| 3 | SEAT, BERTH AND DO | ORS |
| а | Driver seat | OE |
| b | Co. Driver seat | Same as that of driver seat. (OE co-driver seat should be given back) |
| С | Driver door & co. driver door | OE door. |
| d | Sleeping berth cum back rest and seat | One flat three piece seat with back rest (single piece) to the width of cabin shall be fabricated behind the driver seat. The bottom portion of the seat shall be fabricated as three compartments with GI sections and GI sheet to use as tool box. The top of tool box shall be made in three pieces with either hinged or removable type and to be used as seat. Back rest to be made in hinged type and shall be adjustable to use as upper berth by locking with strong chain and hook mounted on the roof. Proper locking arrangement shall be provided to lock it in back rest position, it should not make any rattle sound. Seat and backrest shall be made with 40D U foam and artificial leather cloth in dark grey colour. |
| 4 | GLASSES | |
| a | Windows | Sliding glass windows shall be fitted behind the door on both |

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| | ž | sides. It shall be made of two piece tinted flat glass (Light green or light grey as per existing Government rule). Sliding glass mounted in superior quality powder coated black colour Mazda aluminium frames. Good quality, long lasting reliable flock channel shall only be used. The glass should slide smoothly in the channels without rattle and tight, sufficiently wide glass handle with lock shall be fitted on the glass to close and lock the window glass. Thin 2 mm spring rods should be fitted above and below the windows inside the cabin to be used as curtain support. | |
|---|-----------------------------------|--|--|
| b | Front Shape & windscreens | OE Shape and wind screen. A rain channel should be fitted above the windshield and the top of the door opening and window area. | |
| с | Rear Shape | Structure shall be fabricated with 40x40x2 tube and a window of suitable size with sliding glass and lock shall be provided middle of the rear side. The glass should be clear, tough and flat. | |
| d | Window guard rail | Two numbers on both LH & RH sides. (outside) | |
| е | Cupboard | The cabin front top full width portion should be fabricated as a big storage space with 2 hinged doors opening upwards with lock and space for fitting mobile charger and pouches. | |
| 5 | CABIN STRUCTURE AND CONSTRUCTION' | | |
| a | Structure | All steel tubular GI structure. 60x40x2mm tubular GI section for main pillar and 40x40x2mm tubular GI section for roof, runner and hat section. 32x32x3mm MS angle iron for skirt level. Floor 75x40x4.8 mm MS channel | |
| b | Cabin floor | The OE flooring shall be used. But the same shall be extended with suitable GI tubular section or MS angles as per the size of the driver cabin specified and drawing. The floor level shall be the minimum possible and wheel arch hump shall be provided. The OE floor shall be covered with 1.6 mm thick aluminium chequered sheet. Sufficient number of strong solid rivets shall be used for fitment. Where ever rivet not possible, bolt & nylock nut can be used. Sufficient number of drain holes shall be provided for easy draining of water while washing. | |
| с | Exterior paneling | Side panel 18g GI sheet with joint flat beading. Roof panel- 18g GI sheet with solid riveted joint and RTV silicon sealant. | |
| d | Interior paneling | Truss panel, roof and window level finishers-20/18G white PVC coated GI sheet with flat beading at joints. Interior insulation: Thermocol | |

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| е | Bonnet | OE with Rexine cloth padded over that. The engine area shall be covered with heat and fire resistance material with wire mesh to reduce the heat transfer to the driver cabin. |
|---|-----------------------------|--|
| f | Air cleaner and accessories | Air cleaner shall be placed suitably. The connection to the air cleaner shall be suitably modified and fitted at front end of the load body. |
| g | Coolant tank | The coolant tank and connection to the coolant tank shall be suitably modified and fitted. |
| h | Cabin tilting mechanism | The OE cabin is provided with cabin tilting mechanism. All the cabin modification shall be done with retaining the tilting mechanism. A suitable heavy duty hydraulic lifting system and locking mechanism should be provided. Additionally to assist the cabin tilting mechanism, a strong retaining rod like a car bonnet stand (02 Nos.) also should be provided for additional safety. The location of the hydraulic cylinder will be fixed after further discussion. The air intake mountings may be fitted on the load body head board wall instead of cabin. |
| 6 | REAR LOAD BODY | |
| a | Type of load body | Open load body with (drop side deck) removable and openable side and rear doors with heavy duty pillars and hinges. The side deck shall be fabricated in two piece with detachable center post and rear post with locking mechanism as per the drawing in Annexure A2 . The 4 detachable posts should have extended strong support on the platform C channel with sufficient No. of bolts. |
| b | Floor supporting structure. | Floor supporting structure shall be fabricated as per the drawing in Annexure A1 and as per the given specifications. Slight location modifications of cross members may be done to accommodate the rear wheel vertical movement. |
| С | Length | 4430 mm |
| d | Width | 2155 mm |
| е | Height | Side deck and rear door height -750 mm, Head board height – 100 mm above the cabin roof level. |
| f | Sub frame long member | ISMC 100x50x5 mm |
| g | Floor cross bearer | ISMC 75x40x4.8 mm |
| h | Floor mounting | U Bolt with canvas packing |
| i | Floor runner | ISA 40x40x5mm |
| j | Floor LH &RH end frame | 4mm formed section |
| k | Floor sheet | 4mm MS chq. Sheet |
| I | Side deck | Detachable side deck shall be fabricated as per the drawing in Annexure A2 using 1.6 mm thick corrugated GI sheet. The side deck shall be fabricated in two pieces with detachable center post and rear corner post with robust |

| | | locking mechanism which does not protrude much outside. Sufficient drain holes should be provided at the bottom to |
|---|--|---|
| | | avoid rusting by water entry. |
| m | Side deck frame | Side deck frame shall be fabricated with 60 X40X 2.6 mm GI section and 40 X40 x 2.6 GI section (or 40X40X5mm ISA), 3 mm formed section also may be used wherever needed. |
| n | Side deck inner sheet. | 2mm MS chq. Sheet |
| 0 | Head board | Head board frame shall be fabricated with 60 X40 2.6 mm GI section and 40 X40 x 2.6 GI section (or 40X40X5mm ISA)up to the height of cabin with internal paneling by 4 mm chequered sheet up to a height of 1000 mm. |
| р | Door | Detachable drop down type door. Door frame shall be fabricated with 60 X40 2.6 mm GI section and 40 X40 x 2.6 GI section (or 40X40X5mm ISA) with internal paneling by 2 mm cheq. Sheet. Sufficient drain holes should be provided at the bottom to avoid rusting by water entry. |
| q | Door lock | Heavy duty, easy to operate standard door lock to be provided. The lock should not protrude much outside the load body. |
| r | Side deck & rear door hinges | Heavy duty serviceable type hinges machined with close tolerance shall only be used. While the side deck is removed, the hinges should be below the floor level for easy loading and unloading. |
| † | Min. gap between cabin and load body | 350mm (Can be finalized at the time of fabrication). |
| U | Lashing hooks | "J" Type lashing hook of standard type shall be provided on the side deck and rear door outer. |
| V | Special lashing provisions | Special lashing hook as per the drawing in Annexure A1 shall be provided on the load body inner floor on three sides (along the side deck side & head board side) at a distance of 2 feet apart. |
| W | Rear Step | A foldable type two step foot step shall be provided at the rear end of the container for entry and exit to the container. A separate ladder like construction should be provided at rear LH side platform with handle for easy entry into load body as shown in Annexure A2 . |
| h | Tyre clearance | 200 mm |
| 7 | ELECTRICALS | |
| a | Instrument panel | OE |
| b | Head lamp | OE |
| С | Tail lamp | OE |
| d | Turn indicator | OE |
| е | Cabin roof lamp | 2 nos. of bright LED lamp in cabin (Driver & co. driver side with individual switch) |

| f | Park lamp | At front and rear as per MV rules |
|----|----------------------------|--|
| g | Roof marker lamp | 2 Nos. at front (both flat type LED) as per MV rules. Additional marker lamps to be fitted on L shaped plates fitted below the load body floor side channel. |
| h | Fog lamp | 2 Nos of 6" good quality make yellow fog lamp shall be fitted at front with separate switch and wiring. |
| i | Reverse lamp | 1 no OE with buzzer and an additional single brighter light shall be fitted on rear RH side. |
| j | Fan | 4nos of 'REMI" make 8" sweep electrical fan, one for driver, one for co-driver other two towards the berth. |
| k | Horn | Roots vibrosonic (HT & LT) electrical horn |
| 1 | Wiper | OE |
| m | Battery cut off switch | Good quality one near to driver seat RH side. |
| n | Wiring | Only heat and fire resistant PVC insulated single core low tension automotive wires of reputed manufactures such as Finolex, Birla Ericcsson, RR Kabel along with appropriate fuses for all connections & appropriate to the electrical load shall be used. All wire shall be routed through good quality fire retardant wire sleeves and properly tied. Good care shall be taken to avoid squeezing of wires between body and chassis and follow all safety guidelines to avoid short circuit of wires. |
| 0 | Insulation | Only heavy duty fire retardant insulating tapes of reputed make such as Steel Grip and Anchor shall be used. |
| р | Mobile charger | 12 Volt DC-AC charger with two sockets should be provided along with 2 mobile holder pouches. |
| q | Music player with speaker | A good quality music player (with FM) and speakers- 2 nos (6 inches) to be provided with antenna on the roof. |
| 8 | FITMENTS | |
| а | Tool box | 3/2nos in the sleeper cabin under the berth seat |
| b | Number plates | Front, rear and 2 yellow boards on side body. |
| C | Propeller shaft bracket | Detachable guard shall be provided for each shaft. |
| d | Marking plate | 1200 x 300 x 1.6 mm sheet shall be welded on RH and LH side to write "Govt. of India |
| е | Mud flaps | 4 nos |
| f | Sun visor | OE |
| g | Reflector | 3 M red, yellow and white reflecting tapes as per MV rule. Reflector tape should be sticked on the floor channels of load body and head board for easy visibility. |
| h | Document box | 2 nos on each side at top within easy reach of cabin (320 X 250 mm (LX W)) with water drain holes. |
| i | Fuel tank protection | A fuel tank protection shall be fabricated with 30x30x3 mm angle iron section. Fuel tank lid shall be modified to lock properly. |
| j. | SUPD & RUPD | SUPD (3 mm formed sections) & RUPD (Heavy duty sections) shall be fabricated and fitted as MV rules |

| k | Battery box | A metallic battery box shall be fabricated with GI section and sheet to cover the battery with pad locking provision under the container. The cover shall be designed for easy removal and refitting of battery. A sliding tray type Battery mounting base to be fabricated. There should be sufficient louvers for ventilating the battery box. |
|---|--------------------------|--|
| ļ | Additional tool box | An additional tool box of nearly two feet size shall be fabricated and mounted on the rear over hanging area. |
| m | Fire extinguisher | A fire extinguisher should be fitted inside the cabin. |
| n | Bottle holders | 2 Nos. of good quality, durable and sufficiently large bottle holders to be fitted on either sides of the cabin inner side. |
| 9 | PAINTING & STICKERING | |
| a | Pre treatment | Spray phosphating as per ALS 268.03 |
| b | Base coat | 2 coats of epoxy primer inside and outside |
| С | Finish coats | 2 coats of PU paints – satellite grey |
| d | Under body | Under chassis: 3M under body coating |
| е | Stickers | "GOVT. OF INDIA" stickers in English "Bharath Sarkar" (भारत सरकार) in Hindi shall be fixed on inside surface of the glass at the top of front windshield. "GOVT. OF INDIA" shall be painted on the marking plate on LH & RH side. (Back ground colour: white, Font colour : PO Red)"Govt. of India" English and "Bharath Sarkar" (भारत सरकार) in Hindi shall be painted on front and rear bumper. |

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SPECIFICATION FOR FULLY BUILT SLEEPER CABIN AND STEEL CONTAINER ON TATA

GENERAL SPECIFICATION SHOULD BE IN ACCORDANCE WITH THE MOTOR VEHICLE RULES UNLESS OTHERWISE SPECIFIED

| Description | Specification |
|--|--|
| Chassis Model | TATA 712 -3920 WB cab chassis. |
| CABIN | |
| Wheel Base | 3920mm |
| Cabin type | Day night cabin with dual berth. The rear portion and roof portion of the OE cabin have to be removed and the cabin has to be extended (Both rear and roof) as per the specification and drawing in Annexure A3 to accommodate the dual berth behind the driver and co driver seat. |
| Cabin Length | 1200mm (from front wheel center to rear outer end of cabin) |
| Cabin width | 2155mm (Maximum as per FES) |
| Cabin height | 1800mm (Internal) |
| SEAT, BERTH AND DO | ORS |
| Driver seat | OE |
| Co. Driver seat | Same as that of driver seat. (OE co-driver seat should be given back) |
| Driver door & co. driver door | OE door. |
| Sleeping berth cum back rest and seat | One flat three piece seat with back rest (single piece) to the width of cabin shall be fabricated behind the driver seat. The bottom portion of the seat shall be fabricated as three compartments with GI sections and GI sheet to use as tool box. The top of tool box shall be made in three pieces with either hinged or removable type and to be used as seat. Back rest to be made in hinged type and shall be adjustable to use as upper berth by locking with strong chain and hook mounted on the roof. Proper locking arrangement shall be provided to lock it in back rest position, it should not make any rattle sound. Seat and backrest shall be made with 40D U foam and artificial leather cloth in dark grey colour. Lower berth with rexine @ height of 400 mm from floor. Upper berth height cushion -cushion 600mm. Seat width 450mm (18 inches). All the hinges and pivoting pin shall be |
| | CABIN Wheel Base Cabin type Cabin Length Cabin width Cabin width Cabin height SEAT , BERTH AND DO Driver seat Co. Driver seat Driver door & co. driver door |

| 4 | GLASSES | |
|---|---------------------------|--|
| a | Windows | Sliding glass windows shall be fitted behind the door on both sides. It shall be made of two piece tinted flat glass.(Light green or light grey as per existing Government rule). Sliding glass mounted in superior quality powder coated black colour Mazda aluminium frames. Good quality, long lasting reliable flock channel shall only be used. The glass should slide smoothly in the channels without rattle and tight, sufficiently wide glass handle with lock shall be fitted on the glass to close and lock the window glass. Thin 2 mm spring rods should be fitted above and below the windows inside the cabin to be used as curtain support. |
| b | Front Shape & windscreens | OE Shape and wind screen. A rain channel should be fitted above the windshield and the top of the door opening and window area. |
| с | Rear Shape | Structure shall be fabricated with 40x40x2 tube and a window of suitable size with sliding glass and lock shall be provided middle of the rear side. The glass should be clear, tough and flat. |
| d | Window guard rail | Two numbers on both LH & RH sides. (outside) |
| e | Cupboard | The cabin front top full width portion should be fabricated as a big storage space with 2 hinged doors opening upwards with lock and space for fitting mobile charger and pouches. |
| 5 | STRUCTURE AND BODY | CONSTRUCTION |
| a | Structure | All steel tubular GI structure. 60x40x2mm tubular GI section for main pillar and 40x40x2mm tubular GI section for roof, runner and hat section. 32x32x3mm MS angle iron for skirt level. Floor 75x40x4.8 mm MS channel |
| b | Cabin floor | The OE flooring shall be used. But the same shall be extended with suitable GI tubular section or MS angles as per the size of the driver cabin specified and drawing. The floor level shall be the minimum possible and wheel arch hump shall be provided. The OE floor shall be covered with 1.6 mm thick aluminum chequered sheet. Sufficient number of strong solid rivets shall be used for fitment. Where ever rivet not possible, bolt & nylock nut can be used. Sufficient number of drain holes shall be provided for easy draining of water while washing. |
| с | Exterior paneling | Side panel 18g GI sheet with joint flat beading. Roof panel- 18g GI sheet with solid riveted joint and RTV silicon sealant. |
| d | Interior paneling | Truss panel, roof and window level finishers-20/18G white PVC coated GI sheet with flat beading at joints. |

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| | | Interior insulation: Thermocol. | |
|--------|--|--|--|
| е | Bonnet | OE with Rexine cloth padded over that. The engine area shall be covered with heat and fire resistant material with wire mesh to reduce the heat transfer to the driver cabin. | |
| f | Air cleaner and accessories | Air cleaner shall be placed suitably. The connection to the air cleaner shall be suitably modified and fitted at front end of the container. | |
| g | Coolant tank | The coolant tank and connection to the coolant tank shal be suitably modified and fitted. | |
| h | Cabin tilting mechanism | The OE cabin is provided with cabin tilting mechanism. All the cabin modification shall be done with retaining the tilting mechanism. A suitable heavy duty hydraulic lifting system and locking mechanism should be provided Additionally to assist the cabin tilting mechanism, a strong retaining rod like a car bonnet stand (02 Nos.) also should be provided for additional safety. The location of the hydraulic cylinder will be fixed after further discussion. The air intake mountings may be fitted on the load body container wall instead of cabin. | |
| 6 | REAR LOAD BODY | | |
| a | Type of load body | Steel container body as per the drawing in Annexure A3 and as per the given specifications with 4 ventilation openings at four corners. | |
| b | Floor supporting structure. | Floor supporting structure shall be fabricated as per the drawing in Annexure A1 and as per the given specifications. Slight location modifications of cross members may be done to accommodate the rear whee vertical movement. | |
| С | Length | 4430 mm | |
| d | Width | 2155 mm | |
| е | Height | Internal height 1900 mm | |
| f | Sub frame long member | ISMC 100x50x5 mm | |
| g | Floor cross bearer | ISMC 75x40x4.8 mm | |
| h | Floor mounting | U Bolt with canvas packing | |
| Ĭ. | Floor runner | ISA 40x40x5mm | |
| j | Floor sheet | 4mm MS chq. Sheet | |
| k | Side board sheet | 1.6mm C.R sheet – corrugation forming | |
| | Front corner post | 3mm formed sections – IS 2062 grade | |
| m | Rear corner post | 3mm formed sections – IS 2062 grade | |
| n | Top rail | 3mm formed sections – IS 2062 grade | |
| 0 | Head board | 1.6mm C.R sheet – corrugation forming | |
| | A double leaf door at rear with 270° outward swing opening All doors shall be of submerged type with rain water flap at top and water proofing boading on all sides | | |
| р | Door | opening All doors shall be of submerged type with rain water flap at | |
| p Q | Door Door sheet | opening | |

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| | | door with rubber sealing |
|----|--|--|
| † | Min. gap between cabin and container | 350mm(Can be finalised at the time of fabrication) |
| U | Tyre clearance | 200 mm |
| ٧ | Internal paneling | All the three sides (except head board) shall be provided with paneling 2mm MS chequered sheet at height of 600mm from the floor. Head board should be paneled with 4 mm chequered sheet upto the same height as that of other sides. |
| W | Special lashing provisions | Lashing rods (flat pieces) shall be welded on three sides except door – two rows at a height of 3 feet and 5 feet and at a distance of 1 feet. Special lashing hook as per the drawing in Annexure A1 shall be provided on the load body inner floor on three sides (along the side deck side & head board side) at a distance of 2 feet apart. |
| Х | Rear Step | A foldable type two step foot step shall be provided at the rear end of the container for entry and exit to the container. |
| У | Outside ladder | An outside ladder shall be fabricated on LH side of the container near to the cabin as shown in Annexure A3 . |
| 7 | ELECTRICALS | |
| а | Instrument panel | OE |
| b | Head lamp | OE |
| С | Tail lamp | OE |
| d | Turn indicator | OE |
| е | Cabin roof lamp | 2 nos of bright LED lamp in cabin (Driver & co. driver side with individual switch) |
| f | Park lamp | At front and rear as per MV rules |
| g | Roof marker lamp | 2 Nos. at front and 2 Nos. at rear (both flat type LED) as per MV rules |
| h | | |
|)i | Fog lamp | 2 Nos. of 6" good quality yellow fog lamp shall be fitted at front with separate switch and wiring. |
| j | Reverse lamp | 1 no OE with buzzer and an additional single brighter light shall be fitted on rear RH side. |
| k | Fan | 4nos of 'REMI" make 8" sweep electrical fan, one for driver, one for co-driver other two towards the berths. |
| | Horn | Roots vibrosonic (HT & LT) electrical horn |
| m | Wiper | OE |
| n | Battery cut of switch | Good quality one near to driver seat |
| 0 | Wiring | Only heat and fire resistant PVC insulated single core low tension automotive wires of reputed manufactures such and Finolex, Birla Ericcsson, RR Kabel along with appropriate fuses for all connections & appropriate to the electrical load shall be used. All wire shall be routed through good quality fire retardant wire sleeves and |

| K | Bottle holders | 2 Nos. of good quality, durable and sufficiently large bottle holders to be fitted on either sides of the cabin inner side. |
|---|----------------------------|--|
| J | Fire extinguisher | A fire extinguisher should be fitted inside the container body and one inside the cabin. |
| l | Additional tool box | An additional tool box of nearly two feet size shall be fabricated and mounted on the rear over hanging area. |
| K | Battery box | A metallic battery box shall be fabricated with GI section and sheet to cover the battery with pad locking provision under the container. The cover shall be designed for easy removal and refitting of battery. A sliding tray type Battery mounting base to be fabricated. There should be sufficient louvers for ventilating the battery box |
| J | SUPD & RUPD | SUPD (3 mm formed sections) & RUPD (Heavy duty section) shall be fabricated and fitted as MV rules |
| i | Fuel tank protection | A fuel tank protection shall be fabricated with 30x30x3 mm angle iron section. Fuel tank lid shall be modified to lock properly. |
| h | Document box | 2 nos on each side at top within easy reach of cabin (320 X 300 mm (LX W)) with water drain holes |
| g | Reflector | 3 M red, yellow and white reflecting tapes as per MV rule. |
| f | Sun visor | OE |
| е | Mud flaps | 4 nos |
| d | Marking plate | 1200 x 300 x 1.6 mm sheet shall be welded on RH and LH side to write "Govt. of India |
| С | Propeller shaft bracket | Detachable guard shall be provided for each shaft. |
| b | Number plates | Front, rear and 2 yellow boards on side body. |
| a | Tool box | 3 or 2 nos in the sleeper cabin under the berth seat |
| 8 | speaker FITMENTS | (6 inches) to be provided with antenna on the roof. |
| S | Music player with | provided along with 2 mobile holder pouches. A good quality music player (with FM) and speakers- 2 nos |
| r | Mobile charger | 12 Volt DC-AC charger with two sockets should be |
| q | Insulation | Only heavy duty fire retardant insulating tapes of reputed make such as Steel Grip and Anchor shall be used. |
| р | Container lightings | all safety guidelines to avoid short circuit of wires. Orange marker lights shall be provided on the top corner of the container. Two lamps shall be provided inside the container. All electrical wiring of these lamps and marker lamps shall be done through flexible conduit and are to be terminated at the socket provided at the end wall. The lamps should have separate switches inside the container and a master switch inside the cabin (Through ignition switch). |
| | | properly tied. Good care shall be taken to avoid squeezing of wires between body and chassis and follow all safety quidelines to avoid short circuit of wires |

| 9 | PAINTING & STICKERING | | |
|---|--------------------------|---|--|
| а | Pre treatment | Spray phosphating as per ALS 268.03 | |
| b | Base coat | 2 coats of epoxy primer inside and outside | |
| C | Finish coats | 2 coats of PU paints – satellite grey | |
| d | Under body | Under chassis: 3M under body coating | |
| е | Stickers | Under chassis: 3M under body coating "GOVT. OF INDIA" stickers in English "Bharath Sarkar" (भारत सरकार) in Hindi shall be fixed on inside surface of the glass at the top of front windshield. "GOVT. OF INDIA" shall be painted on the marking plate on LH & RH side. (Back ground colour: white, Font colour : PO Red) "Govt. of India" English and "Bharath Sarkar" (भारत सरकार) in Hindi shall be painted on front and rear bumper. | |







ANNEXURE -C

SCOPE OF WORK, TERMS AND CONDITIONS

- The bidders having previous experience in the field of fabrication of cabin and load body for trucks shall only eligible to participate in the tender. The party shall attach copy of PO/Contract placed on them for similar fabrication work along with the quotation as proof of experience.
- 2. The bidders shall submit photos of similar truck fabricated by them along with the quotation.
- 3. The party shall collect the chassis from LPSC, Valiamala and delivered back to LPSC, Valiamala after completion of fabrication works.
- 4. The party shall submit "Transits insurance policy for the transits of the chassis from LPSC to party's site and back to LPSC. The chassis shall be given for fabrication only on receipt of the Transits insurance policies.
- 5. Being a Govt. of India organization, the chassis owned by LPSC are exempted from insurance. Hence, the party shallbe held responsible for the safety of the vehicles during transportation, fabrication and till the vehicle is delivered safely to LPSC.
- 6. Since the chassis are the property of Govt. of India, for keeping the chassis at party's site the party has to furnish a Bank Guarantee toward the cost of the vehicles from a Nationalized/ Scheduled Bank for the period of delivery of fully built vehicles at LPSC's site. The chassis shall be given for fabrication only on receipt of the bank guarantee. The chassis cost details are as follows.

Tata 712 LPT 3920mm WB chassis

: ₹ 16.5 Lakhs per vehicle

- 7. The party shall carryout the fabrication work strictly as per the specifications in Annexure A & B and as per the drawing in Annexure A1, A2, A3.
- 8. Stage wise inspection will be carried out by LPSC's engineers. Normally 3 stage inspection (Structural, paneling and finishing stages) will be made by out inspection team during the body building work. During the inspection, any minor modification and corrective works are found necessary by the inspection team, it shall be carried out as per the instruction of the

ANNEXURE -C

inspection team. After completion of modification and clearance only next stage work can be started. Dispatch of the vehicle is allowed only after final inspection and clearance by the inspection team.

- Minor modification suggested by the inspection team shall be carried out without additional cost.
- If the quality of the work done is found not satisfactory to the inspection team, the part shall do necessary modification as suggested by the inspection team.
- 11. CMVR 1989, MV Act 1988 and relevant AIS standards as per the latest rule shall be followed during fabrication in addition to the specification provided.
- 12. All materials used shall be of reputed manufacturers such as Kalinga, Apollo, JSM (Jindal), Bhushan, Hindalco, Balco. If required by the inspection team, the documents and test certificates of materials used shall be shown to the inspection team for verification.
- 13. Fully built Body/ Vehicles should have a warranty of minimum 1 year for any defect in material and workmanship. If any defect noticed after acceptance of the vehicle during the warranty period of 1 year, it shall be suitably rectified by you at your cost to the utmost satisfaction of us.
- 14. A work completion certificate and a drawing of the completed vehicle shall be supplied along with the vehicles.
- 15. The bidder shall attach signed & sealed copy of all annexures (A,B,C A1,A2, A3) as a proof that the bidder had red and accepted all terms and conditions of the tender.

ANNEXURE D

COMPLIANCE MATRIC

| SI No | Description | Compliance Yes/No |
|----------|--|----------------------|
| 1 | Previous experience in the field of fabrication of cabin and load body for Irucks. | |
| 2 | Whether attached copy of PO/Contract placed on bidder for similar fabrication work. | |
| 3 | Whether attached photos of similar truck fabricated by bidder. | |
| 4 | Whether attached signed & sealed copy of all annexures (A1,A2,A3 A,B &C) as a proof that the bidder had read and accepted all terms and conditions of the tender. | ii. |
| 5 | Acceptance of the clause Annexure C (3), that the party shall collect the chassis from LPSC, Valiamala and will delivered back to LPSC, Valiamala after completion of fabrication works. | |
| 6 | Acceptance of the clause Annexure C (4) that the party shall submit "Transits insurance policy for the transits of the chassis from LPSC to party's site and back to LPSC. | |
| 7 | Acceptance of the clause Annexure C (6) that the party has to furnish a Bank Guarantee toward the cost of the vehicles from a Nationalized/ Scheduled Bank for the period of delivery of fully built vehicles at LPSC's site. | |
| 8 | Acceptance of the clause Annexure C (8) that stage wise inspection will be carried out by LPSC's engineers. Normally 3 stage inspection (Structural, panelling and finishing stages) | |
| 9 | Acceptance of the clause Annexure C (9) thatminor modification suggested by the inspection team shall be carried out without additional cost. | |
| 10 | Acceptance of the clause Annexure C (12) that all materials used shall be of reputed manufacturers such as Kalinga, Apollo, JSM (Jindal), Bhushan, Hindalco, Balco | |
| 11 | Acceptance of the clause Annexure C (13) Fully built Body/ Vehicles should have a warranty of minimum 1 year for any defect in material and workmanship. | |

संलग्नक

सामान्यनिबंधनएवंशर्तेGeneral Terms and Conditions:

 जहाँतकसार्वजनिकखरीदीआदेश, 2017 (मेकइनइंडियाकोप्राथमिकतादेतेहुए) केप्रावधानोंकेकार्यान्वयनकासंबंधहै, श्रेणी-I/श्रेणी-IIकेस्थानीयआपूर्तिकर्ताओं, खरीदप्राथमिकता,

स्थानीयवस्तुओंकेसत्यापनआदिसेसंबंधमेंउद्योगसंवर्धनएवंआंतरिकव्यापारविभाग,

वाणिज्यएवंउद्योगमंत्रालयद्वाराजारीकार्यालयआदेशसं. P-4502/2/2017-B.E-II दिनांक 15.06.2017 (आदेशसं.P-45021/2/2017-PP (BE-II) दिनांक 28.05.2018, आदेशसं. P- 45021/2/2017-PP (BE-II) दिनांक 29.05.2019, आदेशसं. P-45021/2/2017-PP (BE-II) दिनांक04.06.2020 तथाआदेशसं. P-45021/2/2017-PP (BE-II) 16.09.2020द्वाराआंशिकरूपसेसंशोधित)तथाइसकेउत्तरवर्तीसंशोधनभीइसनिविदापरलागूहैं।अत:

बोलीलगानेवालोंसेअनुरोधहैकिवेनिविदाप्रस्तुतकरतेसमयइनकाअनुपालनसुनिश्चितकरें।

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

 निविदा में उल्लिखित आवश्यकताओं में 100%स्थानीय मदें हैं। अतः केवल भारतीयनिर्माता(श्रेणी-1)हीइसनिविदामेंभागलेसकतेहैं।जैसे,

The tendered requirement is having local content of 100%. Hence, only Indian manufacturers (Class-I) can participate in this tenders. such as

(1) स्थानीय वस्तुओं का प्रतिशतPercentage of Local content.

(2) वे स्थान जहाँ, मूल्यवर्धन किया जाता है। Place where which the value addition is made.

3) सूक्ष्म, लघु और मध्यम उद्यमोंकेलिएमूल्यप्राथमिकताPrice Preference to MSME's

सूक्ष्म, लघु और मध्यम उद्यमोंकेलिए सार्वजनिकखरीदनीतिकेअंतर्गतसूक्ष्म, लघु और मध्यम उद्यमोंको मूल्य प्राथमिकता दीजाएगी। नीति के प्रावधानों के अनुसार, सूक्ष्म, लघु और मध्यम उद्यम पंजीयन का दस्तावेजी प्रमाण प्रस्तुत करेंगे – जैसे, जिला उद्योग केंद्र (डी आई सी) याँ खादी एवं ग्राम उद्योग आयोग (के वी आई सी) या खादी एवं उद्योग बोर्ड (के वी आई बी) या कोइर बोर्ड या राष्ट्रीय लघु उद्योग आयोग या हस्तशिल्प एवं हथकरघा निदेशालय या उद्योग आधार ज्ञापन या अन्य एम एस एम ई मंत्रालय द्वारा विनिर्दिष्ट किसी निकाय के साथ पंजीयन।

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

 वित्तमंत्रालय, भारतसरकारद्वाराजारीका.ज्ञा. सं.F.9/4/2020-PPD दिनांक 12.11.2020केअनुसार,बोलीकेलिएप्रत्याभूतिघोषणा(प्रपत्रसंलग्रहै) प्रस्तुतकिया जानाचाहिए। Bid Security Declaration (format attached) should be provided as per OM No. F.9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, Govt. of India

5) भुगतानकी शर्तPayment Term

हमारे साइट पर मद की प्राप्ति एवं स्वीकृति के 30 दिन के भीतर आर टी जी एस के जरिए 100%भुगतान करने की सामान्य शर्त है।

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

6) वारंटीWarranty

प्रस्तावितमदोंकेलिएवारंटी हमारे साइट पर मदों के संस्थापन/स्वीकृति की तिथि से न्यूनतम एकवर्षकीअवधिकेलिए होगी यानिविदा दस्तावेज में जैसा कि विनिर्दिष्ट हो।

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

7) आईजीएसटीप्रतिशतकृपया विनिर्दिष्टकरें, यदिआपकेप्रस्तावमेंहो। Please specify IGST percentage, if any, in your offer

8) परिनिर्धारित हर्जानाLiquidated Damages:

यदि आपूर्ति अवधि के भीतर आदेशित सामग्रियों की आपूर्ति नहीं हो पाती है तो अनापूर्तित सामग्रियों के लिए 0.5% प्रति सप्ताह की दर से परिनिर्धारित हर्जाना राशि (विलंबित अवधि के लिए आदेशित संविदा मूल्य का अधिकतम 10%) आपके बिल से काट ली जाएगी।

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

9) निष्पादनबैंकगारंटीPerformance Bank Guarantee

विभागद्वाराप्रदत्त फॉर्मेटकेअनुसार,आपको आपूर्तिकेसमयप्रणालीकेनिष्पादनकेलिए राष्ट्रीयकृत बैंक/अनुसूचित बैंक से आदेशित <mark>संविदा</mark> मूल्य की 3%राशि पी बी जी जमा करनी होगी, जो मान्यतावारंटीअवधिकेसमापन से 60 दिनोंतक वैध रहेगी।

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

याOR

वारंटीअवधिकेसमापन से 60 दिनोंतक आदेशित संविदामूल्यकी10% राशि रोक कर रखीजाएगी। 3% OF THE ORDER VALUE SHALL BE WITH HELD TILL THE COMPLETION OF WARRANTY PERIOD PLUS 60 DAYS.

10) प्रतिभूतिजमा राशि (मात्र `5 लाख के ऊपर मूल्य की संविदा के लिए)

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

आपको आदेशके विश्वसनीय निष्पादन के लिए आदेश प्राप्त होने के 20 दिन के भीतर आदेशित संविदा मूल्य के 3% की बैंक गारंटी देनी होगी, जो आदेशानुसार कार्यक्षेत्र के समापन से साठ दिनों तक वैध रहेगा। (आदेश की शर्तों के अनुसार, आदेश के संतोषजनक निष्पादन के तुरंत बाद यह राशि आपको वापस कर दी जाएगी। कार्य निष्पादित न करने/खराब निष्पादित करने की स्थिति में राशि जब्त कर ली जाएगी।)

You have to furnish a Bank Guarantee for 3% of the order value within 20 days of receipt of Order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days. (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).

11). **Arbitration:** Disputes, if any shall be referred to the One-Man Arbitrator appointed by the parties by mutual consent in accordance with the rules and procedure of Arbitration and Conciliation Act, 1996 as amended from time to time, whose decision shall be final and binding on both the parties.

12. प्रस्तावकीवैधता-अवधिOffer Validity

- (a) प्रस्तावोंकीवैधता-अवधि,निविदाखुलनेकीतिथिसे 90 दिनों तकहोगी (यदिनिविदाएकल-भागहो)। The validity of the offers should be 90 days (in case of single part tender) from the date of opening ofthe tenders.
- (b) प्रस्तावों की वैधता-अवधि,निविदा खुलने की तिथि से 120 दिनों तक होगी (यदि निविदा द्विभाग हो)। The validity of the offers should be 120 days (in case two part tender) from the date of opening of thetenders.

नोटः- अल्पावधिक वैधता वाली निविदा-प्रस्तावों कामूल्यांकन के लिए विचार नहीं किया जाएगा।

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

ई एम डी के बदले, बोली लगाने वालों से ली जाने वाली बोली प्रतिभूति घोषणा का प्रपत्र FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD (बोली लगाने वालों के पत्र शीर्ष पर On Bidders Letter head)

| मद/कार्य के | लेए निविदा सं |
|---|-------------------------|
| में भाग ले रहा/रही/रहे मैं/हम, मेसर्स | के प्राधिकृत हस्ताक्षरी |
| एतद्-द्वारा घोषणा करता हूँ/करती हूँ/करते हैं: | X. |
| I/We, the authorized signatory of M/s | |
| Participating in the subject tender No: | for the item / job of |
| | |

- (i) कि मैंने/हमने निविदा के निमित अपना प्रस्ताव प्रस्तुत करते वक्त ई धरोहर राशि की छूट प्राप्त की है और उक्त निविदा के लिए मेरे/हमारे द्वारा धरोहर राशि जमा नहीं की जा रही है।
 That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) कि वैधता की अवधि के दौरान यदि मैं/हम बोली वापस लेता हूँ/ लेती हूँ/ लेते हैं या उसे संशोधित करता हूँ/करती हूँ/करते हैं या मैं/हम दिए गए समय सीमा के अंतर्गत औपचारिक संविदा करार करने में असफल हो जाता हूँ/जाती हूँ/जाते हैं या मैं/हम निविदा शर्तों/संविदा का उल्लंघन करता हूँ/करती हूँ/करते हैं, तो धरोहर राशि की जब्ती दंड स्वरूप की जा सकती है और मैं/हम इस प्रकार के उल्लंघन करता हूँ/करती हूँ/करते हैं, तो धरोहर राशि की जब्ती दंड स्वरूप की जा सकती है और मैं/हम इस प्रकार के उल्लंघन की तिथि से एक वर्ष की अवधि के लिए द्रव नोदन प्रणाली केंद्र/इसरो, वलियमला, तिरुवनंतपुरम के सभी भावी संविदाओं की बोलियों/ठकों के लिए आयोग्य ठहरा दिया जाऊंगा/जाऊंगी/जाएंगे। That in the event we withdraw / modify our bid during the period of validity Or I /we fail to

execute formal contract agreement within the given timeline Or I /we fail to submit a Performance Security within the given timeline Or I /we commit any breach of Tender Conditions/Contract which attracts penal action of forfeiture of EMD and I /we will be suspended from being eligible for bidding / award of all future contract(s) of Liquid Propulsion Systems Centre/ISRO, Valiamala, Thiruvananthapuram for a period of one year from the date of committing such breach.

| बोली लगाने वाला प्राधिकृत हस्ताक्षरकर्ता का हस्ताक्षर एवं मोहर | 5 |
|--|--------|
| Signature and Seal of Authorised Signatory of bidder | |
| प्राधिकृत हस्ताक्षरकर्ता का नाम | ****** |
| Name of Authorised Signatory | |
| कंपनी का नाम | **** |
| Company Name | |
| | |

वाणिज्यिकशर्तांकेलिएअनुपालनविवरण <u>COMPLIANCE STATEMENT FOR COMMERCIAL TERMS</u> <u>(मूल्य प्रस्तावकेसाथभरा जाए एवंप्रस्तुतकियाजाए)</u>

To be filled and furnished along with your quotation

| क्रम | विवरणDescription | कॉलमसं. (2) काअनुपालन | |
|--------------|---|---|--------------------|
| सं.Sl No. | (वाणिज्यिकनिबंधनएवंशर्तें Commercial terms & conditions) | (हाँ/नहीं) Compliance to Col. (2) [YES/NO] | टिप्पणी Remarks |
| (1) | (2) | (3) | (4) |
| 1. | पैकिंगवअग्रेषणशुल्क, यदि कोई है।P & F charges, if any. (यदिअतिरिक्तकेरूपमेंउल्लेखकिया गया हैतोकृपयाटिप्पणीकॉलममेंप्रतिशतएवंराशिकाउल्लेखकरें) If mentioned as EXTRA, please mention the percentage or amount in Remarks column) | | |
| 2. | मालभाड़ाशुल्क, यदि कोई है।Freight charges, if any. (यदिअतिरिक्तकेरूपमेंउल्लेखकिया गयाहैतोकृपयाटिप्पणीकॉलममेंप्रतिशतएवंराशिकाउल्लेखकरें) (If mentioned as EXTRA, please mention the percentage or amount in Remarks column) | | |
| 3. | जीएसटीGST (यदिअतिरिक्तकेरूपमेंउल्लेखकिया गयाहैतोकृपयाटिप्पणीकॉलममेंप्रतिशतएवंराशिकाउल्लेखकरें) (If mentioned as EXTRA, please mention the percentage or amount in Remarks column) | | |
| 4. | क्याआपएकपंजीकृतविक्रेताहैं?(कृपयाजीएसटीसंख्यालिखें) Are you a registered vendor? (Please mention GST No.) | | |
| 5. | आपूर्ति कीशर्तDelivery Term • एलपीएससी,वलियमलाकेलिए FOR LPSC, VALIAMALA | ¥. | |
| 6. | आपूर्ति-अवधिDelivery Period (यदिनिविदामेंकिसीविशिष्टआपूर्ति-अवधि काउल्लेखकिया गया है तो कृपया उसका अनुपालनकरें।यदिसहमतनहींहैंतो, कृपयाटिप्पणीकॉलममेंअपनी आपूर्ति-अवधिकाउल्लेखकरें।) 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) | | |
| 7, | भुगतानPayment: स्वदेशीआपूर्तिकर्ता/INDIGENOUS SUPPLIERS: मालों की अच्छी स्थिति में प्राप्ति एवं स्वीकृति के उपरांत 30 दिनों के अंदर आर टी जी एस के माध्यम से शत-प्रतिशत भुगतान 100% payment through RTGS within 30 days after receipt and | | |

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| | acceptance of the item in good condition. नोटNOTE: कृपयाबैंककानाम, शाखा, आईएफएससीएवंलेखासंख्याकाउल्लेखकरें। | |
| | Please mention your Bank name, Branch, IFSC & Account number | |
| 8. | परिनिर्धारित हर्जानाLiquidated Damages (LD): विनिर्दिष्टसमयकेभीतर आपूर्ति में विलंबया आपूर्ति अवधि में विस्तार की स्थिति में,अनापूर्तित सामग्री के आदेशित मूल्य का 0.5% प्रति कैलेंडर सप्ताह के लिए परिनिर्धारित हर्जाना राशि (अनापूर्तित सामग्री के आदेशित मूल्य का अधिकतम 10%) हम आप से वसूलेंगे। (यह अनिवार्य अनुच्छेद है। स्वीकृति की पुष्टि करें।) In case of delay in delivery within the specified time or any extension thereof, we shall recover as liquidated damages, a sum of 0.5% of the order value of the undelivered item for each calendar week of delay, subject to a maximum of 10% of the order value of the undelivered item.(This is a mandatory clause. Confirm acceptance.) | |
| 9. | प ्रतिभूतिजमाराशिSecurity Deposit (SD): आपकोआदेशप्राप्तहोनेके 10 दिनकेभीतरआदेशितसंविदामूल्यका3% के प्रतिभूति जमानत राशिबैंकगारंटी के जरिए प्रस्तुत करनी होगी, जोक्रयादेश केसमापन की तिथि के बाद 60दिनोंतकवैधरहेगी। क्रयादेशकेपूर्णरूपेण सफल निष्पादनके बाद रोकी गई जमानत प्रतिभूति राशि लौटा दीजाएगी। You shall submit, within 10 days of receipt of the Order, a SD @ 3% of the value of the order obtained through bank guarantee or fixed deposit receipt, valid for a period of 60 days beyond the date for completion of the purchase order. The amount retained as SD will be refunded after the purchase order is successfully executed in all respects. | |
| 10. | प्रस्तावकीवैधता-अवधिValidityofOffer:निविदाखुलनेकीतिथिसेमूल्यप्रस्तावकीन्यूनतम-वैधताअवधिनिम्नानुसारहोगीःMinimum validity of quotation from the date of opening of the tender shall be as follows:•द्वि-भागनिविदा: 120 दिन Two- part tender: 120days•खुली/लोक/सीमित निविदा (एकलभाग):90 दिन Open/Public/Limited Tender(Single part): 90 days | |

<u>नोटNOTE</u>:

- आपकेद्वाराप्रस्तुतनिविदाअनिवार्यरूपसेहस्ताक्षरित होनीचाहिए।जिननिविदाओंपरहस्ताक्षरनहींहोंगे, उन्हें सरसरी तौर पर खरीद प्रक्रिया से बाहर कर दिया जाएगा। The tender submitted by you shall be compulsorily signed. Unsigned tenders will be summarily excluded from the procurement process.
- भारतसरकारकाविभागहोनेकेकारण, हमारे खर्चे पर बीमा की आवश्यकता नहींहै।कृपयायहसुनिश्चितकरेंकिउचितसड़क/जल/वायुपरिवहन के अनुकूल पैकिंगकेसाथआदेशितमदोंकी सुरक्षित आपूर्ति कीजाए। Being a Govt. of India Dept., insurance is not required at our cost. Please ensure safe delivery
- of the ordered item with proper ROAD/ SEA/ AIR worthy packing. • आदेशजारी किए जानेकेबादसभीप्रपत्र (पीबीजी, एसडी, आईबी) विभागद्वाराप्रदानकिएजाएंगे। All formats (PBG, SD, IB) shall be provided by the Dept., in case of placement of order.

भारत सरकार GOVERNMENT OF INDIA अंतरिक्ष विभाग DEPARTMENT OF SPACE द्रव नोदन प्रणाली केंद्र LIQUID PROPULSIONS SYSTEMS CENTRE क्रय व भंडार अनुभाग PURCHASE AND STORES DIVISION

प्रपत्र संForm No..अं.वि.DOS:पी एमPM:20

निविदा की निबंधन एवं शर्तें TERMS AND CONDITIONS OF TENDER

- निविदाएँ सीलबंद लिफाफों में उनके ऊपरसंबंधित निविदा संख्या तथा उनके खुलने की नियत तिथि लिखकर भेजी जाए।प्रत्येक लिफाफे में मात्र एक ही निविदा भेजी जाए।
 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.
- विलंब से भेजी गईं निविदाओं पर विचार नहीं किया जाएगा।
 Late tenders and delayed tenders will not be considered.
- कानूनी रूप से अधिरोप्य तथा दावा करनेयोग्यबिक्री कर तथा/या अन्य शुल्क/लेवी, स्पष्ट रूप से अलग-अलग दर्शाए जाने चाहिए।
 Good & Service Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
- 4. भारत सरकार के विभाग होने के कारण, इस कार्यालय को चुंगी तथा ऐसे ही अन्य स्थानीय करों के भुगतान से छुट प्राप्त है। निविदाकार यह सुनिश्चित करेंगे कि संबंधित क्रय अधिकारी से ऐसे करों के भुगतान से बचने के लिए आवश्यक छूट प्रमाण-पत्र प्राप्त किया जा चुका है। 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) आपकामूल्य प्रस्ताव निविदा खुलने कीतिथि से 90दिनों तक या निविदा पूछताछ में विनिर्दिष्ट किसी अन्य अवधि तकवैध रहेगा। विनिर्दिष्ट वैधता-अवधि से कम वैधता-अवधि वाला मूल्य प्रस्ताव प्रापण प्रक्रिया से हटा दिया जाएगा। 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) संलग्न निविदा प्रपत्र में विनिर्दिष्ट इकाइयों के अनुसार कीमतें प्रस्तावित की जाएगी।निविदा प्रपत्र में विनिर्दिष्ट इकाइयों को छोड़कर, जब अन्य इकाइयों में प्रस्ताव दिए जाते हैं तो इकाइयों के दोनों सेटों के बीच संबंध सूचित किया जाना चाहिए।

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.

 (a) प्रस्ताव के साथ सभी उपलब्ध तकनीकी साहित्य, पुस्तक-सूची तथा विनिर्देशनों के समर्थन में अन्य

आँकड़े और सामानोंके विवरणप्रस्तुत किए जाने चाहिए।

6.

All available technical literature, catalogues andother data in support of thespecifications and details of the items should be furnished along with theoffer.

(b) यदि नमूनों की मांग की जाए, तो निविदाकारों द्वारा उन्हें निःशुल्क उपलब्ध कराया जाना चाहिए, तथा किसी भी कारण से, किसी प्रकार की हानि या क्षति के लिए क्रेता उत्तरदायी नहीं होगा। निविदा अस्वीकृत होने की स्थिति में निविदाकार को स्वयं के खर्च पर नमूनों कोहटाना पड़ेगा। 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) आपके प्रस्ताव में प्रस्तावित सामानों के अनुमानित शुद्ध तथा सकल भार दर्शाए जाने चाहिए। यदि आकार-संबंधी विवरण उपलब्ध हों तो उन्हें आपके प्रस्ताव में दर्शाया जाना चाहिए। 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) विनिर्देशनSpecifications: प्रस्तावित सामान पूरी तरह से हमारे विनिर्देशनों के अनुरूप होने चाहिए। यदि कोई परिवर्तन हो तो, निविदाकार द्वारा इसे स्पष्ट रूप से मूल्य-प्रस्ताव में दर्शाया जाना चाहिए। निविदाकार प्रस्तावित सामानों का मेक/प्रकार एवं संख्या दर्शाएगा तथा जहाँ आवश्यक हो, प्रस्ताव के साथ पुस्तिका-सूची, तकनीकी साहित्य तथा नमूने प्रदान करेगा। आपूर्ति किए जाने वाले सामानों के साथ, जहाँ आवश्यक हो, जांच प्रमाण पत्र भी प्रेषित किए जाने चाहिए। जहाँ कहीं हमारे विनिर्देशनों में विकल्प आमंत्रित किए गए हों, निविदाकार को ऐसे सभी विकल्पों पर ध्यान देना चाहिए।जहाँ कहीं विशेष रूप से उल्लिखित हो, निविदाकार उपयुक्त जवाब के साथ विनिर्देशनों में परिवर्तन की सलाह दे सकता है।

Stores offered should strictly confirm 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. क्रेता न्यूनतम या किसी निविदा को स्वीकार करने के लिए बाध्य नहीं होगा तथा निविदा को पूर्ण रूपेण या निविदा के किसी भाग या प्रस्तावित मात्रा के हिस्सों को स्वीकार करने का अधिकार उसे ही होगा तथा निविदाकार प्रस्तावित दरों पर उनकी आपूर्ति करेंगे। 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. यदि कोई संशोधन किए गए हों, तो उन्हें अवश्य सत्यापित किया जाना चाहिए। सभी राशियाँ अंकों के साथ-साथ शब्दों में भी लिखी जाएगी। जहाँ कहीं शब्दों एवं अंकों में लिखित राशि में अंतर हो तो शब्दों में लिखित राशि ही सही मानी जाएगी। 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. केता द्वारा मांगे जाने पर निविदाकार को संबंधित अंचल के आयकर अधिकारी द्वारा उचित रूप से प्रतिहस्ताक्षरित कार्यालय के मोहर के साथ आयकर बेबाकी प्रमाण-पत्र प्रस्तुत करना चाहिए। 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. प्रस्तावित दरों पर प्रस्तावित मात्रा से 25% तक की अतिरिक्त मात्रा सफल निविदाकार को क्रयादेश देने का सर्वाधिकार क्रेता के पास है। 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. माँग किए जाने पर, निविदा हस्ताक्षरित करनेवाले व्यक्ति का प्राधिकार प्रस्तुत किया जाना चाहिए। The authority of the person signing the tender, if called for, should be produced.

निविदा कीनिबंधन- शर्तेंTERMS & CONDITIONS OF TENDER

1. परिभाषाएँ DEFINITIONS:

(a) विक्रेता' शब्द का अर्थ होगा-भारत के राष्ट्रपति तथा उनके उत्तराधिकारी या उनके द्वारा नियुक्त किएगए व्यक्ति। The term 'Purchaser' shall mean the President of India or his successors or assigns.

(b) 'संविदाकार' शब्द का अर्थ होगा-वह व्यक्ति, फर्म या कंपनी जिसे/जिन्हें सामानों की आपूर्ति के लिए आदेशदिया गया है तथा इसमें संविदाकार के उत्तराधिकारी, प्रतिनिधि, वारिस, कार्यपालक तथा प्रशासक शामिल माने जाएंगे, जब तक संविदा द्वारा उन्हें बाहर नहीं रखा गया हो।

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) 'सामान' शब्द का अर्थ होगा-संविदाकार क्रयादेश में विनिर्दिष्ट संविदा के अंतर्गत जिन्हें आपूर्ति करने की सहमति देता है, जिसमें संयत्रों एवं मशीनरी की स्थापना तथा उनके अनुवर्ती परीक्षण शामिल होंगे, यदि क्रयादेश में ऐसा शर्त दिया गया हो।

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) 'क़यादेश' शब्द का अर्थ होगा-सामान, संयंत्र या उपकरण या उनके किसी हिस्से की आपूर्ति के लिए संविदाकार के मूल्य प्रस्ताव या प्रस्ताव स्वीकार करने वाले पत्र में उल्लिखित या संदर्भित निबंधन-शर्तों पर केता की ओर से स्वीकृति की सूचना देने वाले उचित रूप से प्राधिकृत अधिकारी द्वारा हस्ताक्षरित पत्र। 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. कीमत PRICES:

निविदा प्रस्तुत करने वाले फर्म की कीमतों को प्राथमिकता दी जाएगी। जहां कहीं भी निविदाकार द्वारा मूल्य परिवर्तन संबंधी अनुच्छेद पर जोर दिया जाता है उचित उच्चतम सीमा के साथ मूल्य प्रस्ताव प्रस्तुत किया जाना चाहिए। निविदा के समय परिकलित आधार मूल्य द्वारा ऐसे प्रस्ताव अनिवार्य रूप से समर्थित होने चाहिए तथा ऐसे किसी/किन्ही परिवर्तन/परिवर्तनों का सूत्र भी प्रस्तुत किया जाना चाहिए।

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. प्रतिभूति जमा राशिSECURITY DEPOSIT:

निविदा स्वीकृति के बाद, क्रेता के विकल्प पर एवं उसके द्वारा निर्धारित अवधि के भीतरसंविदाकार नकद रूप में या किसी अन्य रूप में जैसा कि क्रेता निर्धारित करे, संविदा के मूल्य के दस प्रतिशत से अधिक नहीं (जैसा कि क्रेता विनिर्दिष्ट करेगा), प्रतिभूति जमा राशि उनके पास जमा करेगा। यदि क्रेता द्वारा निविदाकार को प्रतिभूति जमा राशि जमा करने के लिए आमंत्रित किया जाता है तथा निर्धारित अवधि के भीतर संविदाकार प्रतिभूति जमा राशि जमा करने में असफल हो जाता है तो ऐसी असफलता से संविदा-भंग की स्थिति उत्पन्न हो जाएगी, और इस संविदा के अनुच्छेद 10(b) के उप-अनुच्छेद (ii)और (iii) के संदर्भ में संविदाकार के ज़ोखिम पर क्रेता अनुबंधित सामानों के पुनर्क्रय के लिए अन्य प्रबंध करने या इस संविदा-भंग से होने वाले नुकसानों की क्षतिपूर्ति वसूलने का हकदार होगा।

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. गारंटी एवं प्रतिस्थापनGUARANTEE & REPLACEMENT:

(a) संविदाकार को यह गारंटी देनी होगी कि आपूर्तितसामान, सामान, कार्य कुशलता एवंकार्य निष्पादन के लिए निर्धारित विनिर्देशनों का पूरी तरह से अनुपालन करते हैं।

The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

(b) सामानों की स्वीकृति के बाद बारह महीनों की अवधि के लिए, यदि सामान की दोषपूर्ण डिज़ाइन या कारीगरी के कारण उनमें कोई खामियाँ पाई जाती हैं या उचित उपयोग के अधीन उनमें खामियाँ उत्पन्न हो जाती हैं, तो संविदाकार अपनी लागत पर उन खामियों का उपाय करेगा, बशर्ते क्रेता (जो लिखित में यह बताएंगे कि सामान या उनका कोई भाग किस संदर्भ में दोषपूर्ण हैं) द्वारा उन सामानों की स्वीकृति की तिथि से चौदह महीनों के भीतर उसे ऐसा करने के लिए बुलाया जाता है।

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) विक्रेता की राय में, यदि दोषपूर्ण सामानों को बदलना या नवीकृत करना आवश्यक हो जाता है तो बदलने या नवीकृत करने का यह कार्य संविदाकार द्वारा निःशुल्क किया जाएगा, बशर्ते सामानों की स्वीकृति की तिथि से चौदह महीनों की उक्त अवधि के भीतर क्रेता द्वारा खराबी की सूचना संविदाकार को दे दी जाती है। 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) यदि संविदाकार उन खामियों को दुरुस्त करने मेंअसफल हो जाता है तो क्रेता सामानों को अस्वीकृत करने या संविदाकार के खर्चे परसंपूर्ण सामान यादोषपूर्ण सामानों के किसी भाग की मरम्मत करने या उन्हें बदलने का अधिकार रखता है।

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) केता की ओर से किसी पूर्व अनुमोदन या स्वीकृति या निरीक्षण के बावजूद,इस संबंध में कि संविदाकार द्वारा आपूर्तित सामान दोषपूर्ण हैं या नहीं या उक्त बारह महीनों की अवधि के दौरान खामी उत्पन्न हुई है या खामियों की प्रकृति से नवीकरण या प्रतिस्थापन आवश्यक हो जाता है, क्रेता का निर्णय अंतिम तथा संविदाकार के ऊपर बाध्यकारी होगा।

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) कार्य-निष्पादन बैंक गारंटी Performance Bank Guarantee:

उपर्युक्त अनुच्छेद 4(a) से (e)तक दर्शाए गए गारंटी शर्तों को पूरा करने के लिए, संविदाकार कोक्रेता के विकल्प पर, लदान दस्तावेजों के साथ संविदा मूल्य के 10% की समकक्ष राशि के लिए क्रेता द्वारा स्वीकृत बैंक से एक बैंक गारंटी (क्रेता द्वारा निर्धारित) प्रस्तुत करनी होगी। संविदा के सभी मायनों में कार्य निष्पादन एवं पूर्णता के बाद संविदाकार को बैंक गारंटी बिना ब्याज के लौटा दी जाएगी।

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) क्रेता के कार्य-स्थल पर सामानों के आगमन की तिथि से बारह महीनों की अवधि के लिए सभी प्रतिस्थापन सामानों की गारंटी दी जाएगी।

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) <u>जबकि 12 महीने की गारंटी सभी सामानों पर लागू होती है, उन मामलों में जहाँ हमारे विनिर्देशनों</u> <u>द्वारा गारंटी की अधिक अवधि की मांग की गई हो, तो उन मामलों में पैरा 4(b)एवं (c)में संदर्भित 14 महीनों</u> <u>की अवधि लागू होगी, जो माँगी गई गारंटी अवधि से दो महीने अधिक है।</u>

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. पैकिंग अग्रेषण एवं बीमाPACKING FORWARDING & INSURANCE:

पर्याप्त एवं उचित रूप से पैक किए जा रहे सामानों को ट्रांजिट खतरों से बचाकर, गंतव्य पर उनका सुरक्षित आगमन सुनिश्चित करते हुए रेलमार्ग, सड़क मार्ग, समुद्र मार्ग या हवाई मार्ग से उनके परिवहन के लिए संविदाकार जिम्मेदार होगा। पैकेजों की पैकिंग तथा मार्किंग संविदाकार द्वारा स्वयं के खर्चे पर की जाएगी। क्रेता ट्रांजिट बीमाके लिए अलग से भुगतान नहीं करेगा,क्योंकि पारवहन में सभी खतरों की जिम्मेदारी विशिष्ट रूप से संविदाकार की होती है तथा क्रेता संविदा के अनुसार, केवल उन्हीं सामानों के लिए भुगतान करेगा, जो वास्तव में सही स्थिति में प्राप्त होंगे।

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. प्रेषण DESPATCH:

परिवहन अधिकारियों से,प्रेषित सामानों को विनिर्दिष्ट करते हुए,सही रसीद प्राप्त करने की जिम्मेदारी संविदाकार की है। भेजे जाने वाले माल को सही रेलवे/लॉरी रसीद के साथ प्रेषित किया जाना चाहिए। यदि माल किसी और तरीके से भेजा गया हो, तो यह संविदाकार के जोखिम पर होगा। क्रेता सामानों की कम आपूर्ति या सामानों की गलत आपूर्ति की जिम्मेदारी नहीं लेगा,जब 'कथित तौर पर अंतर्विष्ट'आधार पर उन्हें बुक किया गया हो।क्रेता संविदा के अनुसार, केवल उन्हीं सामानों के लिए भुगतान करेगा, जो वास्तव में सही स्थिति में प्राप्त होंगे।

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. परीक्षण प्रमाण-पत्राEST CERTIFICATE:

जहाँ कहीं आवश्यक हो, प्रेषण दस्तावेज़ों के साथ परीक्षण प्रमाण-पत्र भेजे जाने चाहिए। Wherever required, test certificates should be sent along with the despatch documents.

8. सामानों की स्वीकार्यताACCEPTANCE OF STORES:

(a) संविदाकार के स्वयं के जोखिम, खर्च एवं लागत पर, क्रेता द्वारा निर्दिष्ट स्थलों पर निरीक्षण हेतु सामानभेजे जाएंगे।

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) स्पष्ट रूप से यहसहमति है कि अनुबंधित सामानों की स्वीकृति क्रेता के द्वारा अंतिम स्वीकृति की दशा में होगी, जिसका निर्णय अंतिम होगा।

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) क्रेता की राय में,यदिसामान क्रय आदेश में निर्धारित कार्य-निष्पादन या गुणवत्ता आवश्यकताओं को पूरा नहीं करते हैं, तो उन्हें अस्वीकृत किया जा सकता है या क्रेता द्वारा निर्धारित मूल्य पर स्वीकृत किया जा सकता है तथा अस्वीकृति या मूल्य-निर्धारण के संबंध में उनका निर्णय अंतिम तथा संविदाकार पर बाध्यकारी होगा।

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) यदि अनुच्छेद 8(c) के अनुसार,आपूर्तित सारे सामान या उनके किसी भाग को अस्वीकृत किया जाता है, तो क्रेता को,संविदाकार को सूचित कर या बिना सूचित किए अस्वीकृत सामानों के स्थान पर संविदाकार के खर्चें पर अनुबंधितआवश्यक कार्य-निष्पादन एवं गुणवत्ता को पूरा करने वाले सामान खरीदने कीस्वतंत्रता होगी, बशर्ते उपर्युक्त सामानों की अस्वीकृति की तिथि से छः महीनों के भीतरअन्य आपूर्तिकार से क्रय या क्रय हेतु करार किया जाता है।

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. अस्वीकृतसामानREJECTED STORES:

अस्वीकृत सामान संविदाकार के जोखिम एवं जिम्मेदारी पर गंतव्य पर पड़े रहेंगे।यदि अस्वीकृति पत्र प्राप्त होने कि तिथि से चौदह दिनों की अवधि के भीतर संविदाकार से उनके निपटान का निर्देश नहीं प्राप्त होता है तो क्रेता या उनके प्रतिनिधि को अपने विवेक पर संविदाकार के जोखिम एवं खर्चे पर, (संविदाकार द्वारा वास्तव में देय मालभाड़ा) अस्वीकृत सामानों को संविदाकार के पते पर रद्दी करने, बेचने या भेजने का अधिकार होगा।

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. <u>आपूर्ति एवं परिनिर्धारित नुकसानDELIVERY AND LIQUIDATED DAMAGES</u>:

(a) क्रयादेश में अनुबंधित सामानों की आपूर्ति के समय एवं दिनांक संविदा के सार माने जाएंगे तथा सामानों की आपूर्ति निर्धारित तिथियों या उनसे पहले अवश्य की जानी चाहिए।

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) यदि संविदाकार, आपूर्ति के लिए निर्धारित अवधि के भीतरसामानों या उनका कोई प्रेषित माल आपूर्ति करने में असफल हो जाता है तो क्रेता को विकल्पतः यह हक होगा कि

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) यथोक्त उन सामानों के लिए जिन्हें आपूर्ति करने मेंसंविदाकार असफल रहा है, करार में सहमत (दंड राशि के जरिए नहीं) हर्जाना राशि 0.5% प्रति सप्ताह की दर से वसूले, ऐसे सामानों की आपूर्ति के दौरान न्यूनतम 10% राशि बकाए के रूप में रह सकती है, या

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) उन सामानों के संदर्भ में, जिनकी आपूर्ति निश्चित नहीं है, संविदा रद्द किए बिना अनापूर्तित सामानों या ऐसे ही विवरणों के अन्य सामानों (क्रेता के मत में, जो अंतिम मत है, जहाँ विवरणों का सही-सही अनुपालन करने वाले अन्य सामान सहजता से प्राप्य नहीं हैं) को संविदाकार के खाते से एवं उसके जोखिम पर संविदाकार को बिना सूचित किए कहीं और से खरीदे, या

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) संविदा या उसका कोई भाग रद्द कर दें और यदि वांछित हो, तो संविदाकार के जोखिम एवं लागत पर अनापूर्तित सामानों या ऐसे ही विवरणों के अन्य सामानों (क्रेता के मत में, जो अंतिम मत है, जहाँ विवरणों का सही-सही अनुपालन करने वाले अन्य सामान सहजता से प्राप्य नहीं हैं) को खरीदें या उनका खरीद प्राधिकृत करें।

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.

अनुच्छेद 10(b)के उप अनुच्छेद (ii)एवं (iii) के अंतर्गत कार्रवाई की स्थिति में, उक्त कारण से क्रेता को हुए नुकसान के लिए संविदाकार जिम्मेदार होगा, बशर्ते पुनर्क्रय या यदि पुनर्क्रय का कोई करार है तो ऐसा करार उक्तअसफलता की तिथि से छः महीने के भीतर किया जाता है।लेकिन ऐसी चूक के निमित्त पुनर्क्रय पर संविदाकार किसी भी लाभ का हकदार नहीं होगा। ऐसे पुनर्क्रय का तरीका और इसकी विधि क्रेता के विवेक पर होगी, जिनका निर्णय अंतिम होगा।ऐसे पुनर्क्रय के लिए दोषी संविदाकार को सूचना देना क्रेता के लिए आवश्यक नहीं होगा।संविदाकार के द्वारा संविदा भंग के कारण हुए नुकसानों की वसूली का क्रेता का अधिकार बिना किसी पक्षपात के होगा।

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. समय विस्तारEXTENSION OF TIME:

जैसे ही यह स्पष्ट हो जाता है कि संविदा तिथियों का अनुसरण नहीं किया जा सकता है, तो संविदाकार द्वारा क्रेता को आवेदन भेजा जाएगा। किसी कारण से,जिसे क्रेता समय विस्तार का उचित आधार मानता हो (और उसका निर्णय अंतिम होगा)संविदाकार सही समय पर सामानोंकीआपूर्ति करने में यदि असफल हो जाता है, तो क्रेता,नुकसानों की वसूली के अधिकार के प्रति बिना किसी पूर्वाग्रह के, संविदा केअनुच्छेद 10 के अंतर्गत,उचितपरिस्थितियों के आधार पर समय विस्तार की अनुमति दे सकता है। 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. संयंत्र एवं मशीनरी का परिनिर्माणERECTION OF PLANT & MACHINERY:

संविदा के शर्तों के अनुसार, जहाँ किसी संयंत्र या मशीनरी के परिनिर्माण की जिम्मेदारी संविदाकार की हो तथा यदि संविदाकार क्रेता द्वारा निर्धारित अवधि में ऐसा करने में असफल हो जाता है, तो क्रेता के पास यह अधिकार होगा कि वह अपनी पसंद केकिसी स्रोत से वह परिनिर्माण पूरा करवाए। ऐसी स्थिति में, क्रेता द्वारा किए गए किसी अतिरिक्त खर्च को वहन करने की जिम्मेदारी संविदाकार की होगी। हालांकि क्रेता द्वारा की गई ऐसी किसी भी कार्रवाई के कारण, संविदाकार किसी भी प्रकार के लाभ का हकदार नहीं होगा।

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. भुगतान PAYMENT:

क्रेता द्वारा सामानों की प्राप्ति, निरीक्षण एवं स्वीकृति के बाद हीसंविदाकार का बिल भुगतान के लिए पारित किया जाएगा।

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

14. भुगतान का तरीकाMODE OF PAYMENT:

सामान्यत: स्वीकृत सामानोंहेतु भुगतान उनकी प्राप्ति की तिथि से 30 दिनों के भीतर किया जाएगा।

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

15. देय राशि की वसूलीRECOVERY OF SUM DUE:

जब कभी संविदाकार के पास इस संविदा से या के अंतर्गत निकलने वाले धन के भुगतान का कोई दावा, चाहे वह चुकाया गया हो या नहीं, निकलता है तो क्रेता संविदाकार द्वारा जमा की गई पूरी सुरक्षा निधि या उसका हिस्सा जब्त करने का अधिकार रखता है(यदि संविदा के निमित सुरक्षा निधि ली गई है)।सुरक्षा राशि अपर्याप्त होने की स्थिति में या संविदाकार से यदि सुरक्षा निधि नहीं ली गई हो, तो शेष या वसूली योग्य कुल राशि, संविदाकार को तब देय किसी भी राशि से काटी जा सकती है अथवा क्रेता के साथ इस या किसी अन्य संविदा के अंतर्गत वह राशि उसके बाद से संविदाकार के पास ऋण हो जाएगी।यदि यह राशि वसूली योग्य पूरी राशि पूरा करने हेतु अपर्याप्त है, तो संविदाकार माँग करने पर शेष देय राशि काभुगतान क्रेता को करेगा।इसी प्रकार, क्रेता के साथ किसी संविदा के अंतर्गत संविदाकार से यदि क्रेता किसी प्रकार का दावा (चाहे वह चुकाया गया हो या नहीं)करता है, तो संविदा के अंतर्गत संविदाकार को देय सुरक्षा निधि सहित सभी धन तब तक रोक कर रखे जाएंगे जब तक क्रेता के ऐसे दावों पर अंतिम फैसला नहीं दिया जाता या जब तक संविदाकार द्वारा उनका भुगतान नहीं कर दिया जाता।

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. क्षतिपूर्तिINDEMNITY:

संविदाकार को यह वारंटी देनी होगी और यह माना जाएगा कि उसने वारंटी दी है कि इस संविदा के अधीन आपूर्तित सभी सामान पेटेंट, कॉपीराइट या ट्रेडमार्क के उल्लंघन से मुक्त हैं, तथा वह क्रेता को हर समयउन दावों कीक्षतिपूर्ति करेगा, जो दावे डिज़ाइन के पेटेंट पंजीयन द्वारा संरक्षित किसी अधिकार के उल्लंघन के लिए सामानों के संदर्भ में किए जाते हैं तथा वह किसी भी कारण से आपूर्ति असफल करने वाली घटनाओं या नुकसानों का जोखिम एवं संविदा की पूर्णता के लिए उसके द्वारा प्रयुक्त सभी साधनों की पर्याप्तता की जिम्मेदारीउठाएगा।

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 contact.

17. आपूर्तिकर्त्ता की ओर से निबंधन एवं शर्तें:

COUNTER TERMS AND CONDITION OF SUPPLIERS:

जहाँ कहीं आपूर्तिकर्त्ता द्वारा मुद्रित या साइक्लोस्टाइल्ड स्थिति में निबंधन एवं शर्तें प्रस्तावित की जाती हैं तो उन्हें क्रेता द्वारा तब तक स्वीकृत न माना जाए जब तक इस संदर्भ में विशिष्ट लिखित स्वीकृति प्राप्त न कर ली जाए।

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.

18. सामग्रियों के क्रय के लिए सुरक्षा निधिSECURITY FOR PURCHASE OF MATERIALS:

संविदा के उचित निष्पादन के लिए क्रेता द्वारा प्राप्त मालों एवं संपत्तियों के लिए पर्याप्त सुरक्षा के निमित्तसुरक्षा निधि, सफल निविदाकार को बैंक गारंटी के रूप में या क्रेता द्वारा माँगे गए किसी अन्य रूप में प्रस्तुत करनी होगी।

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.
