

## **Tender Details**

**Tender No:** LPSC/LVF/2019E0394901

**Tender Date:** 06/09/2019

**Purchase Entity:** Valiamala Purchase Entity

## **Tender Notice**

For and on behalf of the President of India, the Sr.Head, Purchase & Stores, Liquid Propulsion Systems Centre (LPSC), Valiamala, Thiruvananthapuram invites tenders through e-procurement mode;  
<https://eprocure.isro.gov.in>

Prospective vendors interested in participating in the tendering process need to get registered in the portal by using Digital Signature Certificate. Offers submitted through our online portal only will be considered and no other means will be considered.

Detailed instruction, pre-requisites and illustrative tutorials for bid enrolment, preparation etc are available in the portal at <https://eprocure.isro.gov.in>. A help desk is also functioning to assist the vendors whose contact details are available in the portal.

## **Tender Attachments**

### **Technical Write-up/Drawings**

#### **Attachment - I:**

IDT00615600000000000isro05401.pdf

#### **Attachment - II:**

#### **Attachment - III:**

#### **Attachment - IV:**

#### **Attachment - V:**

#### **Attachment - VI:**

#### **Attachment - VII:**

#### **Attachment - IX:**

#### **Attachment - X:**

## **Standard Terms and Conditions**

**Standard Terms & Conditions:****STANDARD TERMS AND CONDITIONS**

1. Instruction to Indigenous Suppliers:
2. As per Annexure No. 14 of RFP
3. Please specify GST T percentage, if any, in your offer.
4. Please keep your offer valid for 120 days.

5. 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.

**6) 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.

**7) Liquidated Damage:**

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 of the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10% (ten percent) of the order value.

**8) Offers received through fax or email will not be considered.****PT Two Part - Instruction to Tenderers**

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**INSTRUCTION TO TENDERERS**

1. This requirement can be quoted only through online e-procurement mode using ISRO portal <https://eprocure.isro.gov.in>. No manual tender will be considered.

2. The vendors have to get themselves registered in above site to download the tender details. To register in above ISRO portal(<https://eprocure.isro.gov.in>) the vendors need to have digital certificate. The digital certificate can be obtained from any digital certifying authority like M/s (n)Code solutions; M/s Tata Consultancy Ltd., M/s Satyam Information System etc.

3. The parties are advised to download the tender and submit the bid online at least two days prior to Tender Closing Date to avoid last minute network problem. The due date shall not be extended due to network or computer related problems.

**4.TENDER FEE NOT APPLICABLE.**

5. This being a two part tender Technical & Commercial Part and Price Part separately, the tenders should not attach any documents containing Pricing information along with Technical & Commercial Bid. Normally we do not open PART-II (Commercial Offer), if PART-I (Technical Offer) does not meet with our technical specification requirements.

6. Our Tender Enquiry contains technical requirements and specification. The detailed technical specification of your offer should be covered in the technical part. The Technical documents need to be attached online as a single PDF file without any prior information. The tenders attachment containing Price details will be treated as unsolicited offers and rejected.

7. The quote should indicate quantity wise unit rate separately which have to be filled online. The Prices are to be mentioned both in figures as well as in words. The taxes, duties etc. are to be calculated and indicated in the column provided in online forms explicitly.

8. Bidders are expected to comply with the technical & commercial and other terms and conditions given in vendor specified terms of this tender. In case of any deviation, the reasons thereof should be clearly specified in the vendor specified terms column.

9. The vendors have to compulsorily submit the compliance statement online otherwise their offer will not be considered for further evaluation. Before entering the compliance statement, vendors are advised to refer the detailed specification provided in the “Technical Writeup/ Drawings• document. The specification offered by the vendors may also be indicated in the compliance statement wherever necessary.

10. The Technical Specification / Drawing / Product Catalogues / Works carried by vendor / Make offered etc. as a single PDF file without any financial details has to be uploaded online mode by the vendor. This being TWO PART TENDER the PDF document uploaded should not contain any commercial/pricing details. If the attached PDF contains any pricing detail the offer will be treated as unsolicited and will be summarily rejected.

11. The offer should be valid for a minimum period of 120 days from the due date.

12. Bids will not be entertained after the due date and time.

13. The vendors who have submitted the bids before the closing have to give Open Authorization as per schedule after the tender closing date.

14. The vendors may contact 080-67807786 for any technical assistance in vendor registration and bid submission.

15. Once the offer is submitted in on line mode by the vendor and Bid Sealing is done by LPSC, vendor will not be able to provide revised offer.

16. Request for the extension of the due date will not be considered.

17. The exact date and time of opening of price bid of successful tenderers will be intimated later.

18. Tender which are not prepared in terms of these instructions are liable to be rejected.

19. Based on the response to the e-Public Tender Notice, LPSC reserves the right to change any milestone date of the tendering activity.

20. LPSC reserves the right to verify all claims made by the bidder.

21. Tender Opening : The Technical and Commercial Bid [Part-I] will be opened on the specified day mentioned in the schedule and incase any further clarification/ discussion are required, such clarification/discussion shall be called for before opening the Price Bid.

22. Tenderers can participate in the said tender opening on for which, the representative of the firm shall be duly authorized by Competent Authority. Against proper authorization only such representatives shall be allowed to attend the tender opening.

23. LPSC, Valiamala, Thiruvananthapuram reserves the right to accept or reject any/or all the tenders in part or full without assigning any reasons thereof.

#### **DOS:PM:20**

#### **TERMS AND CONDITIONS:**

DOS:PM:20

#### **TERMS AND CONDITIONS OF TENDER**

1.Late tenders and delayed tenders will not be considered.

2.GST/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.

3. 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.

4. Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

5. 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.

6. 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.

7. 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.

8. 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.

9. The authority of the person signing the tender, if called for, should be produced.

#### TERMS & CONDITIONS OF TENDER

##### DEFINITIONS:

1. The term Purchaser shall mean the President of India or his successors or assigns.

2. 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.

3. 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.

4. 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.

##### 5. 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.

6.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.

**7. 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

**8. 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.

**9.PAYMENT:**

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

**10.MODE OF PAYMENT:**

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

**11.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.

12. 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.

#### 13.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.

#### 14.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.

#### 15.Liquidated damage:

If you fail to deliver the item satisfactorily within the time specified in the Purchase Order or any extension thereof, Liquidated Damage at the rate of 0.5% (zero point five percent) of the Order value or part thereof of the undelivered components for each calendar week of delay shall be recovered from your bill. However, total Liquidated Damage shall not exceed 10% (ten percent) of the total order value.

#### 16.Force Majeure:

If at any time during the continuance of the order, the performance in whole or part by either party of any obligation under this order shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, epidemic, quarantine restrictions, strikes, go-slow,

lockout or acts of God, notice of which is given either party to the other within 21 days from the date of occurrence thereof, neither party shall be reasons of such eventually be entitled to terminate this order nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

**17. 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

## Bid Templates

### Vendor Specified Terms

Description	Vendor Terms
Taxes and other costs, if any	
Delivery Period	
Payment	
Validity	
Order to be placed in favour of (Contact address to be provided along with Phone no, e-mail id and Fax No.):	
Any other terms	

Liquidated Damages: The delivery period mentioned is the essence of this Order. If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5% of the order value or part thereof of the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However, total Liquidated Damage shall not exceed 10% of the order value.

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.

Supporting Document	Slab Range	Vendor Qty	UOM	Currency	Unit Price	To
Item Description						

Attachment - I:

**Attachment - II:**

**Price Bid Form**

<b>Description</b>	<b>Vendor Terms</b>
Taxes and other costs, if any	

Delivery Period

Payment

Validity

Order to be placed in favour of (Contact address to be provided along with Phone no, e-mail id and Fax No.):

Any other terms

Liquidated Damages: The delivery period mentioned is the essence of this Order. If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5% of the order value or part thereof of the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However, total Liquidated Damage shall not exceed 10% of the order value.

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 Break-up of other taxes and other costs should be specified in respective narration columns. Guarantee/Demand Draft/PDR receipts duly endorsed in the name of Sum of these Break-up values should be specified in respective value columns.

**Bill of Materials**

List of Items Included in the Offer

Description	Vendor Terms
Add As Many Rows You Want To Add	

Note: Add enough rows before starting Data Entry. Remember to Save, before clicking ADD button.  
Unsaved Data will be Lost.

#### **Bill of Materials with Indicative Price**

Price mentioned here is for information only. The Offered Price to be shown in Price Bid

Description	Vendor Terms
Add As Many Rows You Want To Add	

Note: Add enough rows before starting Data Entry. Remember to Save, before clicking ADD button.  
Unsaved Data will be Lost.

#### **Supporting Documents related to price bid**

**Attachment - I:**

**Attachment - II:**