



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



लोक निविदा (द्विभाग)- निविदा /PUBLIC TENDER (TWO PART)-Tender

भारत के राष्ट्रपति के लिए एवं उनकी ओर से, प्रधान, क्रय व भंडार, द्रव नोदन प्रणाली केंद्र (एलपीएससी), तिरुवनंतपुरम, एतद्-द्वारा ए ए 2219 एवं 6061 ट्यूबों के प्रापण (मात्रा: 09 प्रकार के , 2695 कि.ग्रा.) के लिए निविदा पृष्ठताछ संख्या.टीएम 09 202404001701 के जरिए लोक निविदा (द्विभाग) आमंत्रित करते हैं।

For and on behalf of the President of India, the Head, Purchase & Stores, Liquid Propulsion Systems Centre (LPSC), Thiruvananthapuram hereby calls for a Public tender (two part) vide Tender enquiry no: TM 09 2024 04001701 for Procurement of AA 2219 & 6061 Tubes (Qty: 09 Types, 2695 Kg)

उपर्युक्त निविदा के विवरण अनुलग्नक के रूप में संलग्न हैं।

Details of tender as mentioned above are enclosed herewith

इच्छुक विक्रेता अपना प्रस्ताव **11.06.2025** को 14.30 बजे तक या उससे पहले प्रस्तुत करें। निविदा खुलने की तिथि 12.06.2025 को 14.30 बजे है।

Interested vendors may submit their offers on or before 11.06.2025 at 14.30 hrs. Tender opening is on 12.06.2025 at 14.30 hrs.

(हस्ताक्षरित/Sd/-)

दिनांक/Dated: 08.05.2025

प्रधान, क्रय व भंडार
Head, Purchase & Stores

भारत सरकार
अंतरिक्ष विभाग (अं.वि.)
द्वय नोदन प्रणाली केंद्र
वालियमला, तिरुवनंतपुरम
695547, केरला



GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
LIQUID PROPULSION SYSTEMS CENTRE
VALIAMALA
THIRUVANANTHAPURAM, 695547, KERALA

फोन नं Ph No. 0471-2567 726/813/317/319 / Fax. 091-0472-2800712, 0471-2567305 / ईमेल e-mail: head_ps@lpscv.dos.gov.in

निविदा आमंत्रण
INVITATION TO TENDER

मैसर्स
M/s

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हमारी संदर्भ सं
Our Ref. No.

TM09 2024-040017-01

निविदा अंतिम तिथि
Tender Due at

14:30 hrs IST on 11/06/2025

महोदय

Dear Sirs,

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं. संलग्न) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

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

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of Items with Specifications	इकाई Unit	मात्रा Quantity
1	Supply of AA 2219 seamless tubes in T0 temper condition (OD x t x L): 32mm x 1mm x (3000mm-5000mm)	Kg	480
2	Supply of AA 2219 seamless tubes in T0 temper condition (OD x t x L): 45mm x 1.5mm x (3000mm-5000mm)	Kg	100
3	Supply of AA 2219 seamless tubes in T0 temper condition (OD x t x L): 48mm x 1mm x (3000mm-5000mm)	Kg	280
4	Supply of AA 2219 seamless tubes in T0 temper condition (OD x t x L): 90mm x 2mm x (3000mm-5000mm)	Kg	265
5	Supply of AA 2219 seamless tubes in T0 temper condition (OD x t x L): 135mm x 2.5mm x (3000mm-5000mm)	Kg	490
6	Supply of AA 2219 seamless tubes in T0 temper condition (OD x t x L): 60mm x 2.5mm x (3000mm-5000mm)	Kg	100
7	Supply of AA 6061 seamless tubes in T6 temper condition (OD x t x L): 166mm x3 mm x 3000mm	Kg	640
8	Supply of AA 6061 seamless tubes in T6 temper condition (OD x t x L): 66mm x 3mm x (1000mm - 5000mm)	Kg	190
9	Supply of AA 6061 seamless tubes in T6 temper condition (OD x t x L): 60mm x 4mm x 4800mm	Kg	150

सुपुर्दगी स्थल

Delivery At LPSC VALIAMALA

प्रेषण की विधि

Mode of Despatch BY ROAD

शुल्क छूट

Duty Exemptions EXEMPTED

विशेष अनुदेश

Special Instructions NIL

विशेष निबंधन

Specific Terms ATTACHED

निविदाकारों को अनुदेश

Instructions to Tenderers

(1) Technical Terms and Conditions as per Annexure-1

- (2) General Terms and Conditions as per Annexure-2
(3) Instructions for Two Part Tender as per Annexure-3
(4) A compliance statement attached as Annexure-4 shall be duly filled and furnished along with your offer, without which the offer will not be considered.

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भारत के राष्ट्रपति के लिए एवं ओर से
For and on behalf of the President of India
क्रेता / The Purchaser

Technical terms & conditions for AA2219 TO tubes

- Supply of aluminum alloy AA2219 TO seamless tube shall meet the requirements as per **ASTM B 241M**.
- Supply condition: Tubes shall be supplied in temper condition as mentioned in P.O. Heat treatment/Annealing of the tubes shall be performed as per **AMS2772**.
- The supplier shall furnish the original mill test certificate for the tubes.
- Quantity tolerance is +/-10% of order quantity.
- Dimensional tolerance shall be as per ANSI H 35.2/ ANSI H 35.2M.
- Hydrogen content at melt stage shall be measured and best efforts shall be made to achieve $\leq 0.15\text{ml}/100\text{ gm}$ of metal.
- Inside & outside surface finish of tubing shall be conforming to best practice for high quality aircraft tubing.
- Non-destructive test: Each tube shall be 100% eddy current tested as per ASTM E 215.
- Tensile testing shall be carried out in longitudinal direction of the tubes as per ASTM B557M standard. Minimum three samples shall be tested per heat per heat treatment batch per size. For tubes supplied in O condition tensile properties shall be guaranteed in T0 AND T62 conditions.
- Third party inspection to be done by reputed TPI agencies like Bureau veritas, Lloyds etc.
- Original Mill Test certificate for the tubes shall be submitted prior to dispatch for our verification and acceptance. Test certificate shall include, Dimensional inspection, chemical composition, Mechanical Properties, Heat treatment & Eddy Current reports. The tubes shall be dispatched only after approval from LPSC.
- Lot: Each category of tube must be supplied from same lot of particular heat, having subjected to the same heat treatment condition.
- Marking: Material designation, heat number, supply condition & size shall be marked on tubes as per ASTM B 666 before dispatch.
- Packing: Tubing shall be prepared for shipment in accordance with ASTM B660 and in compliance with applicable rules and regulations pertaining to the handling, packaging, and transportation of the tubing to ensure carrier acceptance and safe delivery.

Technical terms & conditions for AA6061 T6 tubes

- Aluminium alloys AA6061 seamless tube in T6 condition shall be supplied as per latest edition of **AMS 4082** and other requirement as detailed below.
- Supply condition: AA6061 seamless tube in T6 condition.
- The supplier shall furnish the original mill test certificate for the tubes, failing which the material will not be accepted.
- Quantity tolerance is +/-10% of order quantity.
- Dimensional tolerance shall be as per ANSI H 35.2/ ANSI H 35.2M.
- Hydrogen content at melt stage shall be measured and best efforts shall be made to achieve $\leq 0.15\text{ml}/100\text{ gm}$ of metal.
- Inside & outside surface finish of tubing shall be conforming to best practice for high quality aircraft tubing.
- Non destructive test: Each tube shall be 100% eddy current tested as per ASTM E215.
- Tensile testing shall be carried out in longitudinal direction of tube following the ASTM B557M standard. Minimum 3 samples shall be tested per heat treatment batch per size.
- Third party inspection to be done by reputed TPI agencies like Bureau veritas, Lloyds etc.

- Original Mill Test certificate for the tubes shall be submitted prior to dispatch for over verification and acceptance. Test certificate shall include Dimensional inspection, chemical composition, Mechanical properties, Heat treatment & Eddy Current report. The tubes shall be dispatched only after approval from LPSC.
- Lot: Each category of tubes must be supplied from same lot of particular heat, having subjected to the same heat treatment condition.
- Marking: Material designation, heat number, supply conditions & size shall be marked on tubes as per ASTM B 666 before dispatch.
- Packing: Tubing shall be prepared for shipment in accordance with ASTM B660 and in compliance with applicable rules and regulations pertaining to the handling, packaging, and transportation of the tubing to the tubing to ensure carrier acceptance and safe delivery.

Delivery Period: All the tubes should be delivered within 12 months of Purchase order placement date.

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General Terms and Conditions:**1) Instruction to Foreign Suppliers:-**

- a) Payment term shall be **SIGHT DRAFT / 80%** by irrevocable Letter of Credit and balance 20% by wire transfer after receipt & acceptance of the ordered item. Please confirm acceptance in your offer. If you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.
- b) We are eligible for Customs Duty exemption vide Notification No. 05/2025 -CUSTOMS DTD. 01.02.2025 and necessary Customs Duty Exemption Certificate will be provided on request.
- c) Please specify whether any export clearance is required in case of an order on you.
- d) Warranty/Guarantee applicable for the item shall be mentioned in your offer.
- e) Special Certification for packing Material : as per Plant Quarantine (Regulation of Control into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, peat or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case if a Purchase Order, if you propose to us any of the above material for packing such a certificate issued by your local Plant Quarantine Authority shall be furnished.
- f) Confirm whether any Export License is required and for which End User Certificate is to be provided by us, in case of an Order on you. (Enclose format for EUC, if applicable)
- g) Either Indian Agent on behalf of the foreign principles or the foreign principal directly can quote against this order, but not both. In either case an Indian *agent* cannot represent more than one principal against the same tender.

h) High Sea Sales

In case any bidder is submitting their offer on High Sea Sale (HSS) basis, the Indian Trader shall submit the following documents **mandatorily** along with the offer. It will be the responsibility of the Party to clear the items from Customs and deliver to us on FOR LPSC, Valiamala basis

- The Import Export Code of the Indian Trader.
- Bank Authorisation Code of the Indian Trader.
- GSTIN of the Indian Trader.

2) Delivery Terms:

FOR : LPSC, VALIAMALA

In case of Foreign vendors : Ex-works (place)/ FOB (port of despatch)

3) Payment Term

- (a) 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site.
- (b) In case of Foreign orders, Payment term shall be **SIGHT DRAFT / 80% BY IRREVOCABLE LETTER OF CREDIT AND BALANCE 20% BY WIRE TRANSFER AFTER RECEIPT & ACCEPTANCE OF THE ORDERED ITEM.**

4) Warranty

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

- 5) Please specify IGST percentage, if any, in your offer.

6) Liquidated Damages:

You should complete the supply within the delivery schedule. If you fail to do so Liquidated Damages will be levied at the rate of 0.5% of the order value per week for the undelivered portion of the stores / services subject to a maximum of 5% of the order value from your bill. However in case of inordinate delay i.e, delays of more than one-fourth (25%) of the total completion period, LD @ a maximum of 10% shall be recovered.

7) Performance Bank Guarantee

Vendor has to submit a PBG from a Nationalised / Scheduled Bank (from a bank of international repute in case of foreign vendors) for 3% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days as per the format provided by the Department.

OR

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

8) Security Deposit(only for order value above INR 50 Lakh)

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

9) Resolution of Disputes

Any dispute, disagreement or question arising out of or relating to or in consequence of the contract or to its fulfillment, or the validity of enforcement thereof which cannot be settled mutually, or the settlement of which is not herein specifically provided for, shall within 30 (thirty) days from the date either party informs the other in writing that such dispute or disagreement exists be referred to arbitration by the sole arbitrator. The Arbitrator shall be appointed "As per the Indian Arbitration and Conciliation Act 1996" and proceedings will be conducted in Kerala. The Arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act 1996 (Act 26 of 1996) as amended from time to time and the decision of the Arbitrator shall be final and binding on the parties thereto. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the parties unless the award provides otherwise. Subject to provisions of this clause, the courts at Kerala shall have exclusive jurisdiction. Performance under this Contract shall, however continue during Arbitration proceeding and no payment due or payable by the parties hereto shall be withheld unless any such payment is/or forms a part of the subject matter of the Arbitration proceedings.

10) Offer Validity

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

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

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

11) We only accept offers which are signed by hand. Offers received through fax or email will not be considered.

sd/-

INSTRUCTIONS FOR TWO PART TENDERS

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

PART- I : TECHNICAL & COMMERCIAL (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: TM09 2024040017-01

DUE ON 11/06/2025 at 14.30 hrs IST

OPENING ON 12/06/2025 at 14.30 hrs IST

SUPPLY OF AA2219&6061 TUBES

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: TM09 2024040017-01

DUE ON 11/06/2025 at 14.30 hrs IST

SUPPLY OF AA2219&6061 TUBES

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.

**TM09 2024040017 -01 Due on 11/06/2025 14.30 hrs IST
FOR SUPPLY OF AA2219&6061 TUBES**

TWO SEPARATE COVERS PART-1 & PART -II

SHALL ADDRESSED 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 2568169/0471 2567571
Fax : 0472 2800712

Your offer should reach us on or before the due date and time i.e. 11TH JUNE 2025 at
14.30 hrs IST. *Offers received after the due date and time will not be considered.*

Offers received through fax or email shall not be considered.

sdh

COMPLIANCE STATEMENT FOR COMMERCIAL TERMS

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
1	As per the Rule 144(xi) of General Financial Rule ,2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy service and non consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT). Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing border with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid.		
2	P & F charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column)..		
3	Whether applicable GST percentage mentioned in offer (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
4	ISRO is eligible for Customs Duty Exemption vide Notification No.5/2025-Customs dated 01.02.2025. [We will provide Customs Duty Certificate for bought out items being imported for manufacturing the ordered items (List of items to be imported with quantities to be enclosed along with offer) OR for Orders placed on Foreign Vendors OR for High Sea Sale orders.]		
5	<ul style="list-style-type: none"> Installation Charges, if any, Third Party Inspection (TPI) charges if any, as per tender. (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
6	Delivery Term :- <ul style="list-style-type: none"> FOR : LPSC, VALIAMALA In case of Foreign orders: Ex-works (place)/ FOB (port of despatch) 		
7	Freight charges, if any. (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
8	Delivery Period (If any specific delivery period is mentioned in the tender, please comply the same. If not agreed, please mention your delivery period in remarks column OR if already mentioned in your quote please mention as "already furnished in the quote")		
9	Payment Term :- <ul style="list-style-type: none"> (a) 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site. (b) In case of Foreign orders, Payment term shall be SIGHT DRAFT / 80% BY IRREVOCABLE LETTER OF CREDIT AND BALANCE 20% 		

	<p>BY WIRE TRANSFER AFTER RECEIPT & ACCEPTANCE OF THE ORDERED ITEM.</p> <p>(Please mention your bank details also)</p>		
10	<p>Liquidated Damages (LD) :- The delivery schedule indicated in this Purchase Order is deemed to be the essence of the Purchase Order. You should complete the supply within the delivery schedule. If you fail to do so Liquidated Damages will be levied at the rate of 0.5% of the order value per week for the undelivered portion of the stores / services subject to a maximum of 5% of the order value from your bill. However, in case of inordinate delay i.e., delays of more than one-fourth (25%) of the total completion period , LD shall be applicable subject to a maximum of 10% of the total contract value.</p>		
11.	<p>Warranty:- Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.</p>		
12	<p>Security Deposit (SD) :- (only for order value above Rs.50 Lakh)</p> <p>You have to furnish a Bank Guarantee for 3% of the order value(Bank of international repute in case of foreign vendors) within 10 days of receipt of Order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days. (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).</p>		
13	<p>Performance Bank Guarantee (PBG) :-</p> <p>You have to submit a PBG from a Nationalised / Scheduled Bank (Bank of international repute in case of foreign vendors) 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.</p> <p>OR</p> <p>3% OF THE ORDER VALUE SHALL BE WITH HELD TILL THE COMPLETION OF WARRANTY PERIOD PLUS 60 DAYS.</p>		
14	<p>In case, if parties are unable to provide two separate BGs, i.e., one for SD and one for PBG, they can submit a combined BG for SD & PBG within 10 days of receipt of order for 3% of order value valid till the completion of total contractual obligation (i.e., supply period + warranty period + 60 days) as per the format provided by the Department.</p>		
15	<p>Insurance :-</p> <p>Being a Govt. Of India Dept., Insurance is not required at our cost. Please ensure the safe delivery of the ordered item with proper AIR / SEA / ROAD worthy packing</p>		
16	<p>Validity of Offer :-</p> <p>(a) The validity of the offers should be 90 days (in case of single part tender) from the date of opening of the tenders.</p> <p>(b) The validity of the offers should be 120 days (in case two part tender) from the date of opening of the tenders.</p> <p>Note :- Tenders having shorter offer validity will not be considered for evaluation.</p>		

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
17	<p>In case of foreign orders,</p> <p>(a) Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer.</p> <p>(b) Please specify whether any Agency Commission is involved or not. If 'YES' mention the percentage of Agency Commission. [Agency Commission shall be claimed by the Indian Agent through an Invoice. The Agency Commission shall be paid to the Indian Agent in Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of the Purchase order/Contract and within 30 days from the date of satisfactory acceptance of the item at our site. Distributors are not eligible for Agency Commission]</p>		
18	<p>Special conditions against Indian Agents submitting quotations in Foreign Currency.</p> <p>(a) Foreign Principal's proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.</p> <p>(b) Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business.</p>		
19	<p>This being a two part tender, Technical and Price Part are opened separately, the tenders should not attach any documents containing Pricing information along with Technical Bid. Normally we do not open PART-II (Commercial Offer), if PART-I (Technical Offer) does not meet with our technical specification requirements.</p>		

PROFORMA FOR
STANDARD TENDER FORM
 to be attached to tender invitations

(Seal of the Company)

Tender No. :
 Due on :
 Ref. No. :
 Date :

TENDER FORM

From:

To: The Sr./Purchase & Stores Officer,
 Liquid Propulsion Systems Centre
 Valiamala, Thiruvananthapuram - 695547
 India

Dear Sir,

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

Sl. No.	Description	Quantity	Unit	Rate	Delivery Date

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

Place at which delivery will be made	
Date by which the ordered item/s will be supplied	

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

Signature of Tenderer

Date:

(Seal)

PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF TENDER

(INDEPENDENT BIDDERS)

1. Tenders should be sent in sealed envelopes super scribing the relevant tender No, and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders and delayed tenders will not be considered.
3. GST and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.
5.
 - a) Your quotation should be valid for 90 days from the date of opening of the tender or any other period as specified in the tender enquiry. Offer with validity lesser than that specified is liable for exclusion from the procurement process.
 - b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
6.
 - (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
 - (b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.
 - (c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
 - (d) **Specifications:** Stores offered should strictly 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. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
8. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
9. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
10. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
11. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

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

2. PRICES:

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

3. SECURITY DEPOSIT:

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

4. GUARANTEE & REPLACEMENT:

- (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.
- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) **Performance Bank Guarantee:** To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to ~~10%~~ ^{3%} of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee period plus two months.

5. **PACKING FORWARDING & INSURANCE:**

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

6. **DESPATCH:**

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

7. **TEST CERTIFICATE:**

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

8. **ACCEPTANCE OF STORES:**

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

purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. **REJECTED STORES:**

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

10. **DELIVERY AND LIQUIDATED DAMAGES:**

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

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

11. **EXTENSION OF TIME:**

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

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

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called

upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT:

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

14. MODE OF PAYMENT:

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

15. RECOVERY OF SUM DUE:

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

16. INDEMNITY:

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

17. ARBITRATION:

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

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

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or

- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

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

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

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

18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

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

19. SECURITY FOR PURCHASE OF MATERIALS:

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

**PROFORMA FOR
INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF TENDER**

I. INSTRUCTIONS TO TENDERERS (FOREIGN)

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

- b) As far as possible stores should be despatched by Indian Flag Vessels / Air India through any Agency nominated by us.
- 14) Inspection / Test Certificate should be provided for the goods after testing it thoroughly at the Contractor's works. If any Inspection by Lloyds or any other testing agency is considered necessary, it shall be arranged by Contractors.
- 15) Where erection or assembly or commissioning is a part of the Contract, it should be done immediately on notification. The Contractor shall be responsible for any loss/damage sustained due to delay in fulfilling this responsibility.
- 16) For items having shelf life, those with maximum shelf life should be supplied if order is placed.

II. TERMS AND CONDITIONS

1) DEFINITIONS:

- a) The term 'Purchaser' shall mean the President of India or his successors or assignees.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- c) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly 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 of plant, machinery or equipment of part thereof.
- d) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order.

2) PRICES:

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

3) TERMS OF PAYMENT:

- a) Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.
- b) The Sight Draft / Letter of Credit will be operative on presentation of the under-mentioned documents:
 - i) Original Bill of Lading / Airway Bill
 - ii) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
 - iii) Packing List showing individual dimensions and weight of packages.
 - iv) Country of Origin Certificate in duplicate.
 - v) Test Certificate
 - vi) Declaration by the Seller that the contents in each case are not less than those entered in the invoices and the quality of the Stores are guaranteed as per the specifications asked for by the Purchaser.

vii) Warrantee and guarantee Certificate/s vide Clause 20 hereinbelow

4) IMPORTANT LICENCE:

Reference to Import License No. & date and Contract number & date shall be prominently indicated in all the documents vide para 3.2

5) DEMURRAGE:

Supplier shall bear demurrage charges, if any, incurred by the purchaser due to delayed presentation of shipping documents as prescribed in para 3.2 to the bankers within a reasonable time (say within 10-12 days) from the date of bill of lading for sea consignments and within 3-4 days from the date of Air Way Bill for air consignments.

6) ADDRESS OF INDIAN AGENTS:

7) GUARANTEED TIME DELIVERY:

The time for and the date of delivery stipulated in the Purchase Order shall be deemed to be the essence of the Contract. Delivery must be completed within the date specified therein.

8) INSPECTION AND ACCEPTANCE TEST:

8.1 The Purchaser's representatives shall also be entitled at all reasonable times during manufacture to inspect, examine and test on the Contractor's premises the material and workmanship of all stores to be supplied under this Contract and if part of the said stores is being manufactured on other premises, the Contractor shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from the obligations under this Contract.

8.2 For tests on the premises of the Contractor or of any of his sub-Contractors, the Contractor shall provide free of cost assistance, labour, material, electricity, fuel and instruments as may be required or as may be reasonably needed by the purchaser's representative to carry out the tests efficiently.

8.3 When the stores have passed the specified test, the purchaser's representative shall furnish a certificate to the effect in writing to the Contractor. The Contractor shall provide copies of the test/s certificates to the purchaser as may be required.

9) MODE OF DESPATCH:

Generally, stores should be despatched through Indian Flagged Vessel / Air India or through any other Agency nominated by the purchaser. A copy of the invoice and packing list should invariably be kept inside each of the packages.

10) PORT OF ENTRY:

Thiruvananthapuram/Chennai/Mumbai/Hyderabad/Bangalore/.....

11) CONSIGNEE:

Purchase & Stores Officer, Stores, Liquid Propulsion Systems Centre, Valiamala, Thiruvananthapuram- 695547, Kerala, India

12) SHIPPING MARKS

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

be as follows:

PURCHASE ORDER NO. DATED
GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE

Destination: &

Port of Entry:

13) INSURANCE OF THE STORES:

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

14) CONTRACTOR'S DEFAULT LIABILITY:

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

a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor.

b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

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

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

a) Any completed stores.

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

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

16) REPLACEMENT:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a

reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17) REJECTION :

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

- a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b) terminate the Contract for default as provided under clause 14 above, or
- c) acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

18) EXTENSION OF TIME:

If the completion of supply of stores is delayed due to reason of *force majeure* such as acts of god, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

19) DELAY IN COMPLETION / LIQUIDATED DAMAGES:

If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof, the purchaser shall recover from the Contractor as liquidated damages a sum of one-half of one percent (0.5 percent) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the Contract price of the unit or units so delayed. Stores will be deemed to have been delivered only when all their component parts are also delivered. If certain components are not delivered in time, the stores will be considered as delayed until such time as the missing parts are delivered.

20) GUARANTEE & REPLACEMENT:

- a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material, workmanship and performance.
- b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein are found to have developed under proper use arising from faulty materials, design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any parts thereof are faulty.

c) If in the opinion of the purchaser it becomes necessary to replace or renew any defective stores, such replacements or renewals shall be made by the Contractor free of all costs to the purchaser provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

e) The decision of the Purchaser, notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor.

f) To fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser - Bank Guarantee format enclosed) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at purchaser's site.

h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

21) REQUIREMENT OF ADDITIONAL NUMBERS OF THE STORES/SPARE PARTS ORDERED:
The Contractor shall also undertake the supply of additional number of items covered by the order as considered necessary by the purchaser at a later date, the actual price to be paid shall be mutually agreed to after negotiations.

22) PACKING:

a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing.

b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the Contractor liable for additional expenses involved.

c) The Contractor shall notify the purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival.

d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc.

e) Transshipment of equipment shall not be permitted except with the written permission of the purchaser.

f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments:

a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)

b) Invoice (3 copies)

c) Packing List (3 copies)

d) Test Certificate (3 copies)

e) Certificate of Origin.

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

23) ARBITRATION:

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

24) LANGUAGE AND MEASURES:

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

25) INDEMNITY:

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

26) COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

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

27) SECURITY INTEREST:

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

28) BANK CHARGES:

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

29) TRAINING:

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

30) APPLICABLE LAW:

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