

## Tender Details

**Tender No:** LPSC/LVF/2020E0491001

**Tender Date:** 29/01/2021

**Purchase Entity:** Valiamala Purchase Entity

## Tender Notice

For and on behalf of the President of India, the 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:**

IDT0074670000000000isro05401.pdf

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

IDT0074670000000000isro05402.pdf

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

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

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

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

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

#### **Attachment - VIII:**

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

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

### **Standard Terms and Conditions**

## Standard Terms & Conditions:

### >STANDARD TERMS AND CONDITIONS

#### Instruction to Indigenous Suppliers:

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

2.Please specify GST percentage, if any, in your offer.

#### 3.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.

#### 4.Offer Validity

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

#### 5.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 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.

6.Price preference to MSEs:- Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs. 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 25% of the total tendered value. Out of the 25%, 4% is identified for MSE's owned by SC/ST and 3% is identified for MSE's owned by women. In case of more than one such eligible MSE, the supply will be shared equally. Such MSE'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.7.Offer 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 on 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.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.
- 5.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.
- 6.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.
- 7.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.
- 8.Bids will not be entertained after the due date and time.
- 9.The vendors who have submitted the bids before the closing have to give Open Authorization as per schedule after the tender closing date.
- 10.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

11. Request for the extension of the due date will not be considered.
12. The exact date and time of opening of price bid of successful tenderers will be intimated later.
13. Tender which are not prepared in terms of these instructions are liable to be rejected.
14. Based on the response to the e-Public Tender Notice, LPSC reserves the right to change any milestone date of the tendering activity.
15. LPSC reserves the right to verify all claims made by the bidder.
  
16. Tender Opening : The Technical and Commercial Bid [Part-I] will be opened on the specified day mentioned in the schedule and in case any further clarification/ discussion are required, such clarification/discussion shall be called for before opening the Price Bid.
17. 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.
18. 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:21**

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**DOS PM NO. 21 INSTRUCTIONS TO TENDERERS IN CASE OF IMPORTED ITEMS**

1. Late tenders and delayed tenders will not be considered.
  2. 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. Your quotation should be valid for 120 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.

(c)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.

5. 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.

6. 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.

7. 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.

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

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

(f)Performance Bank Guarantee: To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.

#### 11.EXTENSION OF TIME:

#### 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.



## Bid Templates

### Vendor Specified Terms

Description	Vendor Terms
Taxes and other costs, if any	
Delivery Period	
Delivery Terms	
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 Damage:	
Security Deposit:	

### Supporting Documents from Vendor

**Attachment - I:**

**Attachment - II:**

**Bill of Materials**

List of Items Included in the Offer

Sr.No	Item Description	Quantity	UOM
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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.

### Compliance Statement for Commercial Terms

Description (Commercial terms & conditions)	Compliance	If 'NO' Specify deviations explicitly	Remarks
Service Tax/GST, if any , mention the percentage in Remarks Column			
Delivery Period			
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% or 90% BY IRREVOCABLE LETTER OF CREDIT AND BALANCE 20% or 10% BY WIRE TRANSFER AFTER RECEIPT & ACCEPTANCE OF THE ORDERED ITEM.			
Liquidated Damages (LD) :- If the ordered items are not supplied within the delivery schedule, LD shall be levied from your bill @ 0.5% per week or part thereof, for the undelivered portion of supply, for the delayed period subject to a maximum of 10% of the order			

value.			
<p>Security Deposit (SD) :- You have to furnish a Bank Guarantee for 10% of the order value within 10 days of receipt of Order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days. (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).</p> <p>SECURITY DEPOSIT NOT REQUIRED FOR LANDED COST BELOW RS.5 LAKHS. (NB : If the quoted price is below Rs.5L, please mention NOT APPLICABLE in the Remarks Column. Also, Micro &amp; Small Enterprises registered under NSIC is eligible for exemption from submission of BG. Instead they have to submit Indemnity Bond for 10% of order value. The exemption shall be allowed against production of Documentary Proof upto the monitory limit indicated in the NSIC Certificate. Please mention the same in the Remarks column.)</p>			
<p>GST Terms if any , applicable shall be shown specifically.You are required to have compulsory registration against GST Rules.</p>			

**Price Bid Form**

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
WORK CONTRACTS Work Package for ESG for a period of 2 years as per RFP attached.	-	1	Set	-	-

Break-up of other taxes and other costs should be specified in respective narration columns.

Sum of these Break-up values should be specified in respective value columns.

### Bill of Materials with Indicative Price

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

Sr.No	Item Description	Quantity	UOM	Currency
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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:**