Tender Details

Tender No: LPSC/LVF/2019E0345801

Tender Date: 29/03/2019

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:
IDT005478000000000isro05401.pdf
Attachment - II:
Attachment - III:
Attachment - IV:
Attachment - V:
Attachment - VI:
Attachment - VII:
Attachment - VIII:
Attachment - IX:
Attachment - X:

Tender No: LPSC/LVF/2019E0345801

Standard Terms and Conditions

Standard Terms & Conditions:

STANDARD TERMS AND CONDITIONS

- 1. Instruction to Indigenous Suppliers:
- a) 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.
- b)Please specify GST percentage, if any, in your offer.
- c) Warranty/Guarantee applicable for the item shall be mentioned in your offer.
- 2.Instruction to foreign Suppliers:-
- a)Our normal payment term is SIGHT DRAFT, Please confirm acceptance in your offer, if you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.
- b)Please specify whether any export clearance is required in case of an order on you.
- c)Warranty/Guarantee applicable for the item shall be mentioned in your offer
- d)Please keep your offer valid for 120 days.
- 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, pear 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)
- h)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.
- 3) Purchase / Price preference to MSEs

Please/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.

4)Warranty:

You shall provide applicable warranty for the items offered by you without fail. For the applicable period you shall provide necessary warranty certificate.5) Performance Bank Guarantee:

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 10% of the order value to cover the warranty period. This PBG shall be interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 6 months.

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) Offer Validity:

Your offer shall be valid for 90 days from the date of tender opening. In case you offer validity is less than 90 days, the said offer is liable for rejection which may please be noted.

8) 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.

9) Offers received through fax or email will not be considered.

PT Two Part - Instruction to Tenderers

.:

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.TENDER FEE NOT APPLICABLE.

- 5. This being a two part tender ââ,¬â€œ 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 seperately 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 areadvised to refer the detailed specification provided in the "Technical Writeup/ Drawingsââ,¬Â• 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 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. Original Equipment Manufacturer (OEM) or their representative can submit bid to LPSC. Indian agents while quoting on behalf of their principals are requested to attach necessary authorization letter from their Principals in their bid.
- 12. Instructions on Indian Agent (if any):- Bidders are required to provide the following information in respect of their authorised Indan Agent, if any, alongwith technical bid as the same is mandatory as is

required for consideration of the bid. Name, Address, Telephone no., fax no., email of the Indian Agent including the contact person.

- 13. A letter from the OEM in the current date certifying that the said Indian Agent is their authorised Indian Agent and also indicating the responsibilities/role of the Indian Agent under the proposed purchase. Renumeration/service charges payable to the Indian Agent under the proposed purchase.
- 14. The offer should be valid for a minimum period of 120 days from the due date.
- 15. Bids will not be entertained after the due date and time.
- 16. The vendors who have submitted the bids before the closing have to give Open Authorization as per schedule after the tender closing date.
- 17. The vendors may contact 080-67807786 for any technical assistance in vendor registration and bid submission.
- 18. 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.
- 19. Request for the extension of the due date will not be considered.
- 20. The exact date and time of opening of price bid of successful tenderers will be intimated later.
- 21. Tender which are not prepared in terms of these instructions are liable to be rejected.
- 22. Based on the response to the e-Public Tender Notice, LPSC reserves the right to change any milestone date of the tendering activity.
- 23. LPSC reserves the right to verify all claims made by the bidder.
- 24. 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.
- 25. 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.
- 26. 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. Sales Tax and/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. 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.

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.(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.
- 6. 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.

7.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.

8. 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.

9. 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.

10. 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. GUARANTEE & REPLACEMENT:

- (a)The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called

upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

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

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

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

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

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

(h)Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the asked for guarantee period plus two months.

4.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.

5.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.

6.TEST CERTIFICATE:

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

7.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.

8.REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. Iif 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.

9. 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.

10.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.

11.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.

12.PAYMENT:

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

13.MODE OF PAYMENT:

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

14.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.

15.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 contact.

16.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.

17. 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.

18.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.19.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.

20.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.

21. 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

22.Performance Bank Guarantee:

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 10% of the order value to cover the warranty period. This PBG shall be interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 6 months.

DOS:PM:22

:::

Form No. DOS:PM:22

PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF TENDER FOR IMPORTED ITEMS

I. INSTRUCTIONS TO TENDERERS

1.Interested tenderers may, at their option, login to https://eprocure.isro.gov.in and submit their tenders

2. A Proforma Invoicemay also be given which should contain the following information:

Tender No: LPSC/LVF/2019E0345801

14

- a) The FOB/FCA value, the C & F value for import by Sea freight / Air freight up to and for air parcel post up toshould 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.
- 8. 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 behalfof 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:

- 3.1 Being a Department of the Government of India, the normal terms of payment are by Sight Draft. However other terms of payment like establishment of Letter of Credit may be considered by the Purchaser on such terms and conditions as may be agreed upon.
- 3.2 The Sight Draft / Letter of Credit will be operative on presentation of the under-mentioned documents:
- a) Original Bill of Lading / Airway Bill
- b) Commercially certified invoices describing the stores delivered, quantity, unit rate and their total value, in triplicate. The invoice should indicate the discounts, if any, and Agency Commission separately.
- c)Packing List showing individual dimensions and weight of packages.
- d) Country of Origin Certificate in duplicate.
- e) Test Certificate.

f)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.

g) 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:

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,

,12.SHIPPING MARKS.

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

PURCHASE ORDER NO. $\hat{a} \in |\hat{a} \in |\hat$

GOVERNMENT OFINDIA

DEPARTMENT OF SPACE

LIQUID PROPULSION SYSTEMS CENTRE

Destination:

13.INSURANCE OF THE STORES:

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

14.CONTRACTOR'S DEFAULT LIABILITY:

- 14.1The 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 delays set out in Clause 19 until the stores are accepted.
- 16.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 inmaterial 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,
- 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 storesor 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.

21REQUIREMENT 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. (Twonon-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 accidentor damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

26.COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.27.SECURITY INTEREST:

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

28.BANK CHARGES:

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

29.TRAINING:

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

30.APPLICABLE LAW:

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

Bid Templates

Vendor Specificied Terms

Description	Vendor Terms
Taxes and other costs, if any	
Warranty	
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	
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.	
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	

24

Supporting Documents from Vendor

Attachment - I:			
Attachment - II:			
Bill of Materials			
List of Items Included in the Offer			
Sr.No	Item Description	Quantity	UOM
Sinto	The state of the s	•	
Add As Many Rows You Want To Ad			

Compliance Statement for Commercial Terms

Description (Commercial terms & conditions)	Compliance	If 'NO' Specify deviations explicitly	Remarks
P & F charges, if any, please			
mention percentage/amount in			
Remarks Column			
ISRO is exempted from payment			
of Excise Duty vide Notification			
No.64/94-CE dated 16.03.1995 as			
amended by Notification			
No.15/2007-CE dated 01/03/2007			
and Notification No.07/08 dated			
01/03/2008. We will provide			
Excise Duty Exemption Certificate			
for finished final product only.			

	<u></u>	T
Freight charges		
ISRO is exempted from payment		
of Customs Duty vide Notification		
No.12/2012-Customs dated		
17.03.2012.[We will provide		
Customs Duty Exemption		
Certificate for bought out items		
being imported for manufacturing		
the ordered items (List of items to		
be imported with quantities to be		
enclosed along with offer) / for		
Orders placed on Foreign		
Vendors/ for High Sea Sale		
orders.]		
Installation /commissioning		
Charges, if any, mention the		
percentage / amount in Remarks		
Column.		
Service Tax/GST, if any, mention		
the percentage in Remarks		
Column		
Delivery Term :- • FOR :		
LPSC,VALIAMALA/ BANGALORE •		
FOR: IPRC, MAHENDRAGIRI •		
FOR:WORK CENTRE • In		
case of Foreign orders, FOB or		
FCA		
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.		
Lin idea d December (LD) — If the		
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.		
Warranty :- Items offered should		
have warranty for the period of		
minimum one year from the date		
of receipt/ acceptance/		
installation/ commissioning.		
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).		
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 & 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.)		
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 for 10% of order value		
valid till the completion of total		
contractual obligation (i.e., supply		
period + warranty period + 60		
days) as per the format provided		
by the Department.		
Performance Bank Guarantee		
(PBG) :- You have to submit a PBG		
from a Nationalised / Scheduled		
Bank for 10% of the order value		
towards the performance of the		
system at the time of supply		
valid till the completion of		
warranty period plus 60 days as		
per the format provided by the		
Department.OR10% OF THE		
ORDER VALUE SHALL BE WITH		
HELD TILL THE COMPLETION OF		
WARRANTY PERIOD PLUS 60		
DAYS.		
Insurance :-Being a Govt. Of India		
Dept., Insurance is not required at		
our cost. Please ensure the safe		
delivery of the ordered item with		
proper transport worthy packing.		
Validity of Offers The scalidity of		
Validity of Offer :-The validity of		
the offers / tenders should be 90		

days (in case of single part tender) and 120 days (in case two part tender) from the date of opening of the tenders. Tenders shorter than offer validity mentioned above will not be considered for evaluation and shall be rejected without further reference. In case of foreign orders, (a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer, (b)Please specify whether any Agency Commission is involved or not. If YES' mention the percentage of Agency Commission is involved or not. If YES' mention the percentage of 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.] Special conditions against Indian Agents submitting quotations in Foreign Currency, (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, (b)Copy of Agency agreement with the Foreign			
tender) from the date of opening of the tenders. Tenders shorter than offer sulldify mentioned above will not be considered for evaluation and shall be rejected without further reference. In case of foreign orders, (a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer. (b)Please specify whether any Agency Commission is involved or not. If YES' mention the percentage of 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 and within 30 days from the date of satisfactory acceptance of the Purchase order/Contract and within 30 days from the date of satisfactory acceptance of the item at our site.] Special conditions against Indian Agents submitting quotations in Foreign Currency, (a)Foreign Principal's proform invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent. (b)Copy of Agency	days (in case of single part tender)		
of the tenders. Tenders shorter than offer validity mentioned above will not be considered for evaluation and shall be rejected without further reference. In case of foreign orders, (a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer. (b)Please specify whether any Agency Commission is involved or not. If 'YES' mention the percentage of Agency Commission is involved or not. If 'YES' mention the percentage of 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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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. (b)Copy of Agency	and 120 days (in case two part		
than offer validity mentioned above will not be considered for evaluation and shall be rejected without further reference. In case of foreign orders, (a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer. (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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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. (b)Copy of Agency	tender) from the date of opening		
above will not be considered for evaluation and shall be rejected without further reference. In case of foreign orders, (a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer. (Ib)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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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. (b)Copy of Agency	of the tenders. Tenders shorter		
evaluation and shall be rejected without further reference. In case of foreign orders, (a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer.(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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	than offer validity mentioned		
without further reference. In case of foreign orders, (a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer. (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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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. (b)Copy of Agency	above will not be considered for		
In case of foreign orders, (a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer.(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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	evaluation and shall be rejected		
(a)Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer.(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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	without further reference.		
Export clearance is required. If it is required please provide End User Certificate format along with offer.(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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	In case of foreign orders,		
is required please provide End User Certificate format along with offer.(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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	(a)Please specify whether any		
User Certificate format along with offer.(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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	Export clearance is required. If it		
offer.(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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	is required please provide End		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	User Certificate format along with		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	offer.(b)Please specify whether		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	any Agency Commission is		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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. (b) Copy of Agency	involved or not. If 'YES' mention		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	the percentage of Agency		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	Commission. [Agency Commission		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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 Agency	shall be claimed by the Indian		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	Agent through an Invoice. The		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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 Agency	Agency Commission shall be paid		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	to the Indian Agent in Indian		
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.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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. (b)Copy of Agency	Rupees worked out on the basis		
date of placement of the Purchase order/Contract and within 30 days from the date of satisfactory acceptance of the item at our site.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	of Telegraphic Transfer buying		
Purchase order/Contract and within 30 days from the date of satisfactory acceptance of the item at our site.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	rate of exchange prevailing on the		
within 30 days from the date of satisfactory acceptance of the item at our site.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	date of placement of the		
satisfactory acceptance of the item at our site.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	Purchase order/Contract and		
item at our site.] Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	within 30 days from the date of		
Special conditions against Indian Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	satisfactory acceptance of the		
Agents submitting quotations in Foreign Currency. (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.(b)Copy of Agency	item at our site.]		
Foreign Currency. (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.(b)Copy of Agency	Special conditions against Indian		
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.(b)Copy of Agency	Agents submitting quotations in		
indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.(b)Copy of Agency	Foreign Currency. (a)Foreign		
payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent.(b)Copy of Agency	Principal's proforma invoice		
nature of after sales service to be rendered by the Indian Agent.(b)Copy of Agency	indicating the commission		
rendered by the Indian Agent.(b)Copy of Agency	payable to the Indian Agent and		
Agent.(b)Copy of Agency	nature of after sales service to be		
	rendered by the Indian		
agreement with the Foreign	Agent.(b)Copy of Agency		
	agreement with the Foreign		

Principal, precise relationship		
between them and their mutual		
interest in the business.(c)The		
enlistment of the Indian Agent		
with Director-General of Supplies		
& Disposals under the		
Compulsory Registration Scheme		
of Ministry of Finance.		
GST Terms if any , applicable shall		
be shown specifically.You are		
required to have compulsory		
registration against GST Rules.		

Price Bid Form

			Currency	Unit Price
10982	Hour	irs	-	-
	109824	109824 Hou	109824 Hours	109824 Hours -

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
Add As Many Rows You	ı Want To Add			
Note: Add enough rows Unsaved Data will be Lo	_	try. Remember to Save, I	before clicking ADD butto	on.

Supporting Documents related to price bid

Attachment - I:

Attachment - II: