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

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

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

निविदा आमंत्रण
INVITATION TO TENDER

मैसर्स
M/s 00000

हमारी संदर्भ सं
Our Ref. No. TM42 2026-041905-01

निविदा अंतिम तिथि
Tender Due at 16:30 hrs IST on 27/08/2026

महोदय
Dear Sirs,

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

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No. DOS PM-FORM 22)

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications	इकाई Unit	मात्रा Quantity
1	AA 2219 PLATES (t x W x L): 13mm x 2700mm x 7000 mm in T87 condition (14 Nos).	Kg	9632
2	AA 2219 SHEETS (t x W x L): 9.5mm x 2400mm x 7000 mm in T87 condition (7 Nos)	Kg	3129
3	AA 2219 SHEETS (t x W X L): 11mm x 2300mm x 4000 mm in T0 condition (27 Nos)	Kg	7668
4	AA 2219 SHEETS (t x W X L): 6.5mm x 2300mm x 4000 mm in T0 condition (27 Nos)	Kg	4536
5	AA 2219 SHEETS (t x W X L): 3mm x 1400mm x 4000 mm in T0 condition (60 Nos)	Kg	2820

सुपुर्दगी स्थल
Delivery At LPSC, VALIAMALA

प्रेषण की विधि
Mode of Despatch BY AIR

शुल्क छूट
Duty Exemptions Eligible for customs duty concession

विशेष अनुदेश
Special Instructions NIL

विशेष निबंधन
Specific Terms DOS PM-FORM 22

निविदाकारों को अनुदेश
Instructions to Tenderers

(1) Technical terms and conditions as per Annexure 1 & 2, Instructions to two part tender as per Annexure 3.

(2) Compliance statement for commercial terms as per Annexure 4 that shall be duly filled and sent along with the offer, without which your offer will not be considered.General terms and conditions as per Annexure 5.

(3) Tender forms as per Annexure 6, Instructions to tender as per Annexure 7

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

Specification Notes

ANNEXURE 1

1. Aluminum alloys AA2219 sheets/plates shall be supplied as per LPSC-TS-AA2219-02A or AMS QQ-A-250/30 (with additional testing listed below) .
2. Hydrogen content at melt stage shall not exceed 0.20 ml/100 gm of metal. Manufacturer has to report the value of hydrogen content or to certify that the hydrogen content is maintained within the specified limit.
3. Efforts shall be made to control Na less than 0.0005 %and Ca content less than 0.0010 % by weight respectively at cast stage or product stage. Values shall be measured and reporting purpose only.
    - Mechanical testing to be done for 3 samples in longitudinal and 3 samples in transverse direction as per AMS 2355.
    - Properties evaluation to be done in T0& T62 conditions for sheets/plates in T0 condition.
    - Properties shall be evaluated in both prior & post chemical milled condition for sheets/plates supplied in T87 condition.
    - Metallographic examination shall be carried out representing ech lot/batch. The material shall be of uniform grain size and free from micro-porosity, micro-cracks, stringers, segregations etc. There shall be eutectic melting and no evidence of high temperature oxidation. Grain size shall be 150 µm (max) with aspect ratio 3.
    - Dimension tolerance as per ANSI H35.2M.

4. Ultrasonic Test :
    - Products of thickness 12.7mm and above shall be ultrasonically inspected at product stage in accordance with AMS 2630/2632 and the acceptance level shall be Quality Class A.
    - Products of thickness less than12.7mm shall be ultrasonically inspected at either product/intermediate stage in accordance with AMS 2630/2632 and the acceptance level shall be Quality Class A.

5. All inspection/tests shall be carried out and duly certified by reputed Third Party Inspection Agencies like Lloyds, Bureau Veritas or similar internationally reputed agencies. (Maximum 3 part shipments are allowed to supply material)

6. Test certificates, attested by Third Party agency shall be sent to LPSC in advance for verification. The test certificates includes: Dimensional inspection, chemical composition, Mechanical Properties, Ultrasonic Test and Heat Treatment.

7. The items shall be dispatched only after the written clearance from LPSC after verification and clearance of test certificates.
8. Identification marking: Each sheet shall have marking at minimum two locations (extreme ends) in rows running in the direction of rolling on one surface and shall contain producer's name or trade mark, Nominal thickness, Specification, Alloy and temper, Size, Sheet Serial Nos. and Purchase Order No.
9. Preservation and Packing:

   9.1 The sheets/plates shall be provided with peelable PVC (Poly Vinyl Chloride) coating / Aluminium clad on both sides.

   9.2 Sheets/plates shall be prepared for shipment in accordance with ASTM B 660 and in compliance with applicable rules and regulations pertaining to the handling, packaging, and transportation of the sheets to ensure carrier acceptance and safe delivery.

10 . Quantity tolerance per item is +/- 10%.

11 . Delivery period must be within 12 months from order acknowledgement date or 14 months from PO placement date whichever is earlier.

12 . Offer validity shall be 90 days from the date of price bid opening.

13 . Only the Foreign (Europe, USA etc) manufacturer (OEM) or authorised agents of the same OEMs shall participate in the tender.

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संध्या आर एस / SANDHYA R S
क्रय व भंडार अधिकारी
PURCHASE & STORES OFFICER
एलपीएससी/LPSC

Commercial Price variation terms & condition

Tenders offering firm prices will be preferred. Further, it is observed that for items with inputs (raw material cost, energy charges, premium quality charges, labour cost, etc.) are prone to short-term price volatility due to which suppliers are regretting to extend offer validity or there is a possibility of the contract failing or the purchaser have to pay a higher price if market prices fall. Considering the above where a price variation clause is insisted upon by 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 variation.
In view of the above, it is decided to conclude the contract / placement of PO with a variable price to take care of the changes in the input cost of labor, material, and fuel/ power components etc.
(As per clause 6.6.5 on page 148 of GOI procurement of goods manual)

Following is the price variation formula to calculate the price variation between the base level and delivery date. Please note that price will be considered as per the below mentioned Price Variation (PV) formula based on LME price for the variables as on the date of opening of price bid which should be valid for 60 days from the date of opening of price bid and the purchase order to be executed as per this price applied on the date of opening of price bid. Also, the same price will prevail till full supply is completed, in case of an order on you.

Price Variation Formula

$$P_0 = A_0 + B_0$$

P_0= offered unit price in quotation submitted in tender.
A_0 = conversion cost (fixed) which includes conversion of raw material to finished form (involving labour, energy and other charges)
B_0 = Raw material cost (linked to LME price available on LME webpage)

$$P_R = A_0 + B_0 \times (L_R/L_0)$$

P_R= revised unit price after adjustment due to LME price variation (if applicable).
L_R= LME price index factor at the time of price bid opening.
L_0= LME price index factor at the time of quotation submitted by the party.

Note :

1) **Price variation as per LME Index at the time of price bid opening will be applied to arrive at L1 price and Purchase Order will be placed as per the rate arrived at after applying price variation formula at the time of price bid opening.**
2) No price variation will be admissible beyond the original scheduled delivery date for defaults on the part of the supplier.
3) If there is any reduction in price at the time of PO placement, the benefit shall be passed on to buyer.

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एलपीएससी/LPSC

Annexure -3 to T.E.No. TM42 2026041905 01

INSTRUCTIONS FOR TWO PART TENDERS

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

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

   (b) PART -II : PRICE BID

1.1 PART-I : TECHNICAL & COMMERCIAL

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

QUOTATION AGAINST TENDER NO TM42 2026041905 01
DUE ON 27.08.2026 at 16.30 hrs IST
OPENING ON 28.08.2026 at 14.30 hrs IST
FOR SUPPLY OF AA2219 SHEETS & PLATES
PART I - TECHNICAL & COMMERCIAL

The cover should indicate" **SENDER'S**" address.

1.2. PART -II : PRICE BID

1.2.1. This part shall contain **PRICE** details only.

1.2.2. The price for the item should be indicated item wise in this part. All the items/ specifications mentioned in the Technical Part should come here and prices indicated against each. The break-up for each item of supply or services should be indicated.

1.2.3. Whenever options are quoted, the same should also be indicated with quantity and unit rate separately. The prices are to be mentioned both in figures and in words. This part should also be kept in a sealed cover superscribing as follows:-

QUOTATION AGAINST TENDER NO TM42 2026041905 01
DUE ON 27.08.2026 at 16.30 hrs IST
SUPPLY OF AA2219 SHEETS & PLATES
PART II - PRICE BID

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

"Quotation against Tender No. **TM42 2026041905 01 Due on 27.08.2026, 16.30 hrs IST**

FOR AA2219 SHEETS & PLATES containing **TWO SEPARATE COVERS PART-1 & PART -II** and addressed to:

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

The cover should indicate " **SENDER'S** " address

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

Telephone : 0471 2567571/0471 2567726

Your offer should reach us on or before the due date and time i.e. **27th, August 2026 at 16.30 hrs IST.** ***Offers received after the due date and time will not be considered.***

Offers received through fax or email will not be considered.

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Annexure 4

COMPLIANCE STATEMENT FOR COMMERCIAL TERMS

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
1.	P & F charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column)..		
2.	Whether applicable GST percentage mentioned in offer (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
3.	ISRO is eligible for **Customs Duty** Concession vide Notification No.NO. 050/2017 539 A-CUSTOMS DTD. 30.06.2017 [We will provide Customs Duty Concession Certificate for bought out items being imported for manufacturing the ordered items (List of items to be imported with quantities to be enclosed along with offer) OR for Orders placed on Foreign Vendors OR for High Sea Sale orders OR vendors from SEZ]		
4.	• Installation Charges, if any, • Third Party Inspection (TPI) charges if any, as per tender. (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
5.	**Delivery Term** :- • FOR LPSC, Valiamala • In case of Foreign orders: Ex-works (place)/ FOB (port of dispatch)		
6.	Freight charges, if any. (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Remarks Column).		
7.	Delivery Period (If any specific delivery period is mentioned in the tender, please comply the same. If not agreed, please mention your delivery period in remarks column OR if already mentioned in your quote please mention as "already furnished in the quote")		
8.	**Payment Term :-** (a) 100% payment shall be made through RTGS within 30 days of receipt and acceptance of the item at our site. (b) In case of Foreign orders, Payment term shall be SIGHT DRAFT / 80% BY IRREVOCABLE LETTER OF CREDIT AND BALANCE 20% BY WIRE TRANSFER AFTER RECEIPT & ACCEPTANCE OF THE ORDERED ITEM.		
9.	**Liquidated Damages (LD) :-** If the ordered items are not supplied within the delivery schedule, LD will be levied at the rate of 0.5% of the order value per week for the undelivered portion of the stores / services subject to a maximum of 5% of the order value from your bill. However in case of inordinate delay i.e, delays of more than one-fourth (25%) of the total completion period, LD @ a maximum of 10% shall be recovered		

Sl. No. (1)	Description (Commercial terms & conditions) (2)	Compliance to Col. (2) [YES/NO] (3)	Remarks (4)
10	**Warranty :-**Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.		
11.	**Security Deposit (SD) :- (only for order value above Rs.50 Lakh)** You have to furnish a Bank Guarantee for 3% 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).		
12.	Performance Bank Guarantee (PBG) :- You have to submit a PBG from a Nationalised / Scheduled Bank for 3% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days as per the format provided by the Department. OR 3% OF THE ORDER VALUE SHALL BE WITH HELD TILL THE COMPLETION OF WARRANTY PERIOD PLUS 60 DAYS.		
13.	In case, if parties are unable to provide two separate BGs, i.e., one for SD and one for PBG, they can submit a combined BG for SD & PBG within 10 days of receipt of order for 3% of order value valid till the completion of total contractual obligation (i.e., supply period + warranty period + 60 days) as per the format provided by the Department.		
14.	**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 AIR / SEA / ROAD worthy packing		
15.	**Validity of Offer :-** The validity of the offers should be 90 days from the date of opening price bid. **Note :-Tenders having shorter offer validity will not be considered for evaluation.**		
16	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. Distributers are not eligible for Agency Commission]		
17	**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 Principal, precise relationship between them and their mutual interest in the business.		
18	As per the Rule 144(xi) of General Financial Rule ,2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy service and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT). Hence, Vendors from a country sharing border with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid.		
19	Purchase Order to be placed on whom (Please mention the Address, Phone No & Email Id)		
20	**Export License required or not**		
21	Bank Details and HSN Codes of the items		
22	Original MILL (Please mention the Original MILL		

Annexure 5

General Terms and Conditions:

1) **Instruction to Foreign Suppliers:-**
   a) Payment term shall be **SIGHT DRAFT /** 80% by irrevocable Letter of Credit and balance 20% by wire transfer after receipt & acceptance of the ordered item. Please confirm acceptance in your offer. If you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.
   b) We are eligible for Customs Duty Concession vide Notification No. 050/2017 539 A-CUSTOMS DTD. 30.06.2017 and necessary Customs Duty Exemption Certificate will be provided on request.
   c) Please specify whether any export clearance is required in case of an order on you.
   d) Warranty/Guarantee applicable for the item shall be mentioned in your offer.
   e) Special Certification for packing Material : as per Plant Quarantine (Regulation of Control into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, 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)
   g) Either Indian Agent on behalf of the foreign principles or the foreign principal directly can quote against this order, but not both. In either case an Indian *agent* cannot represent more than one principal against the same tender.
   h) **High Sea Sales**
      In case any bidder is submitting their offer on High Sea Sale (HSS) basis, the Indian Trader shall submit the following documents **mandatorily** along with the offer. It will be the responsibility of the Party to clear the items from Customs and deliver to us on FOR LPSC, Valiamala basis
      - The Import Export Code of the Indian Trader.
      - Bank Authorisation Code of the Indian Trader.
      - GSTIN of the Indian Trader.
2) **Delivery Terms:**
   FOR, LPSC, Valiamala
   In case of Foreign vendors : Ex-works (place)/ FOB (port of despatch)
3) **Warranty**
   Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.
4) Please specify IGST percentage, if any, in your offer.
5) **Liquidated Damages:**
   If the ordered items are not supplied within the delivery schedule, LD will be levied at the rate of 0.5% of the order value per week for the undelivered portion of the stores / services subject to a maximum of 5% of the order value from your bill. However in case of inordinate delay i.e, delays of more than one-fourth (25%) of the total completion period, LD @ a maximum of 10% shall be recovered

6) **Performance Bank Guarantee**

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

OR

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

7) **Security Deposit (only for order value above Rs.50 Lakh)**

You have to furnish a Bank Guarantee for 3% 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).

8) **Resolution of Disputes**

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

9) **Offer Validity**

Offer validity shall be 90 days from the date of price bid opening.

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

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

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संध्या आर एस / SANDHYA R S
क्रय व भंडार अधिकारी
PURCHASE & STORES OFFICER
एलपीएससी/LPSC

Annexure 6

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEM CENTRE
PURCHASE DIVISION
VALIAMALA P.O. THIRUVANANTHAPURAM

Tender No : TM42 2026041905
Due on : 27.08.2026
Ref. No : .....
Date : .....

TENDER FORM

From :
.....
.....
.....

To: The Purchase & Stores Officer,
Liquid Propulsion Systems Centre
Valiamala P.O.
Thiruvananthapuram – 695 547

Dear Sir,

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

Sl. No.	Description	Quantity	Unit	Rate Rs.	Delivery Date

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

Place at which delivery will be made: .....,
Date by which the ordered items will be supplied:.....

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

Signature of Tenderer
Date.....
(Seal)

ANNEXURE 7

INSTRUCTIONS TO TENDERERS

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

I. TERMS AND CONDITIONS

1. DEFINITIONS:
   a. The term 'Purchaser' shall mean the President of India or his successors or assignees.
   b. The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
   c. The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized 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 willbeoperativeon 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.

e) 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.

f) Warrantee and guarantee Certificate/s vide Clause 20 herein below

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:

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7. GUARANTEED TIME DELIVERY:

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

8. INSPECTION AND ACCEPTANCE TEST:

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

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

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

9. MODE OF DESPATCH:

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

10. PORT OF ENTRY:

Thiruvananthapuram/Chennai/Mumbai/Hyderabad/Bangalore/

11. CONSIGNEE:

Purchase & Stores Officer, Stores, (Valiamala, Thiruvanannthapuram)

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. .....

DATED .....

13. INSURANCE OF THE STORES:
The necessity or otherwise of insurance will be as indicated in the Purchase Order.

14. CONTRACTOR'S DEFAULT LIABILITY:
4.1. The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:
a) If in the judgment 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 additionto 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 delayas set out in Clause 19 until the stores are accepted.

16. REPLACEMENT:
If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores. In case the purchaser agrees, the price towards replacement items shall be paid by the purchaser on the basis of original price quoted in the tender or as reasonably worked out from the tender.

17. REJECTION :
In the event that any of the stores supplied by the Contractor is found defective In material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either –
a) replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
b) terminate the Contract for default as provided under clause 14 above, or
c) Acquire the defective stores at a reduced price considered equitable under the circumstances. The provision of this article shall not prejudice the Purchaser's rights under clause 19.

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

19. DELAY IN COMPLETION / LIQUIDATED DAMAGES:
If the Contractor fails to deliver the stores within the time specified in the Contract or any extension thereof,

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

20. GUARANTEE & REPLACEMENT:

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

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

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

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

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

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

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

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

21. REQUIREMENT OF ADDITIONALNUMBERS 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 maked 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:

- Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies)
- Invoice (3 copies)
- Packing List (3 copies)
- Test Certificate (3 copies)

- Certificate of Origin.

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

23. ARBITRATION:

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

24. LANGUAGE AND MEASURES:

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

25. INDEMNITY:

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

31. OPTION CLAUSE:

The Purchase reserves the right to increase/decrease the Ordered Quantity by up to 25% at any time, till final delivery date (or the extended delivery date of the Contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of delivery period (or the extended delivery period). It may please be noted that, this clause is not applicable for Development Orders.