

Tender Details

Tender No: SAC/DPUR/2017E0422901

Tender Date: 07/09/2017

Purchase Entity: Purchase D Group

Tender Notice

SPACE APPLICATIONS CENTRE INDIAN SPACE RESEARCH ORGANISATION (DEPT. OF SPACE, GOVT. OF INDIA) AHMEDABAD 380 015

E-PROCUREMENT

SAC INVITES E-PROCUREMENT BIDS FROM REPUTED AND INTERESTED VENDORS FOR One Dual Node 2U Rack Mount Intel Xeon Phi- Process THE DETAILED SCHEDULE FOR SUBMISSION OF BIDS IS AVAILABLE WITH THE TENDER DOCUMENT. THE TENDER DOCUMENT IS AVAILABLE IN E-PROCUREMENT LINK OF ISRO (<https://eprocure.isro.gov.in>).

<Center> General Instructions to Tenderer

- (1) Kindly quote through EGPS mode only.
- (2) We are exempted from payment of Excise/Customs Duty.
- (3) Mention your Full address, E-mail ID & Contact No to Contact you in case of any query.

(4) Security Deposit: An amount equivalent to maximum 10% of total contract value shall be remitted through Account Payee DD/Fixed Deposit Receipt (FDR) or in the form of bank guarantee in favor of Accounts Officer, SAC as Security Deposit towards performance of contract after receipt of contract. Security Deposit will be released only after satisfactory completion of the contract.

(5) Performance Bank guarantee: The vendor shall furnish the bank guarantee for an amount equivalent to 10% of order value 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. The PBG shall be valid for the warranty period.

(6) Liquidated Damages Clause: If the supplier fails to deliver the Products within the time specified in the order or any extension thereof, the Purchaser shall recover from the supplier as Liquidated Damages a sum of one half percent(0.5%) of order value of the undelivered products for each calendar week of delay. The total liquidated damages shall not exceed 10% (ten) percent of total order value.

(7) Tender fees is not applicable for EGPS Mode.

(8) Please do not submit hard copies of quotations or documents.

(9) Please note that this is a TWO-PART TENDER. Kindly quote as per attached instructions.

10) Tender Evaluation Criteria: The Tender will be evaluated on the complete requirement basis, Order will not be splitted into individual Items.

NOTE

If any of the vendor is not agreeing to our standard Terms of the tender like (Payment Terms, Liquidated Damages, Security Deposit, Performance Bank Guarantee etc.,) the appropriate loading factor will be added to the quoted prices for ranking the offer.

PURCHASE & STORES OFFICER

Tender Attachments

Technical Write-up/Drawings

Attachment - I:

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Attachment - II:

Attachment - III:

Attachment - IV:

Attachment - V:

Instructions to Tenderers - Indigenous (G2)

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GOVERNMENT OF INDIA DEPARTMENT OF SPACE INDIAN SPACE RESEARCH ORGANISATION SPACE APPLICATIONS CENTRE AHMEDABAD-380 015. TERMS AND CONDITIONS OF TENDER 1.No request for extension for due date for submission of tenders will be entertained. 2.Bid security (EMD) exemption for MSME. In case, the vendors are falling under the category of MSME, registered under NSIC and would like to avail exemptions, their quotations should be accompanied with necessary registration certificate with declaration to consider their offer. Quotation received without such declaration and valid registration certificate will not be considered for exemptions under Public Procurement Policy. 3.Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender. 4.As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies. 5.a) Your quotation should be valid for at least 90 days from the date of opening of the tender. b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two

sets of units must be furnished. 6. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site. 7.(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. 8. 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. 9. 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. 10. 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. 11. 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. 12. The authority of the person signing the tender, if called for, should be produced. 13. We are exempted from the payment of Central Excise & Custom Duties vide notifications issued by Govt. of India. **TERMS & CONDITIONS OF TENDER**

1. DEFINITIONS:

(a) The term 'Purchaser' shall mean the President of India or his successors or assigns. (b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract. (c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order. (d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof. 2. **PRICES:** Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by

the base price taken into account at the time of tendering and also the formula for any such variation/s.

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

4. GUARANTEE & REPLACEMENT: (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance. (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the Purchaser who shall state in writing in what respect the stores or any part thereof are faulty. (c) If, in the opinion of the Purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the Purchaser, provided the notice informing the Contractor of the defect is given by the Purchaser in this regard within the said period of 14 months from the date of acceptance thereof. (d) Should the Contractor fail to rectify the defects, the Purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores. (e) The decision of the Purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor. (f) 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.

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

6. DESPATCH: The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will

take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract. 7. TEST CERTIFICATE: Wherever required, test certificates should be sent along with the despatch documents. 8. ACCEPTANCE OF STORES: (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the Purchaser at the Contractor's own risk, expense and cost. (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the Purchaser, whose decision shall be final. (c) If, in the opinion of the Purchaser, all or any of the stores 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 parts of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the Purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid. 9. REJECTED STORES: Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the Purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals. 10. DELIVERY: (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 repurchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the Purchaser, whose decision shall be final. It shall not be necessary for the Purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the Purchaser to recover damages for breach of Contract by the Contractor. 11. EXTENSION OF TIME: As soon as it is apparent that the Contract dates cannot be adhered to, an

application shall be sent by the Contractor to the Purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the Purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the Purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY: Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the Purchaser, the Purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the Purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the Purchaser.

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

14. MODE OF PAYMENT: Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

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

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

17. ARBITRATION: In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract. If the arbitrator be the Head of the Centre/Unit –(i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or(ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit

to appoint another person as arbitrator. If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as Purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings. In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs. Ministry of Law & Justice, Government of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator. 18. COUNTER TERMS AND CONDITION OF SUPPLIERS: Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained. 19. SECURITY FOR PURCHASE OF MATERIALS: Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the Purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract. *****SAC,ISRO AHMEDABAD - 380 015

Instructions to Tenderers (Bid Submission)

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GOVERNMENT OF INDIA INDIAN SPACE RESEARCH ORGANISATION SPACE APPLICATIONS CENTRE AHMEDABAD-380 015. Instructions to Tenderers Tenders are available on ISRO's e-procurement website <https://www.eprocure.isro.gov.in>. Interested tenderers will be required to register on the website and access the tender from the website. Vendors will be required to submit offers online (e-bids) using a digital signature certificate. Guidelines regarding registration, empanelment, submission of e-bids etc. are available on the portal. Interested vendors may refer the same. In case of any queries w.r.t. the contents of the tender itself; you may contact the concerned Purchase and Stores Officer of Space Applications Centre by e-mail. However, in case of any technical queries, the help-desk maintained by our solution provider may be contacted. The contact details are available on the portal. Vendors may also submit hard copies of their price proposals in sealed covers along with the bid. However, this shall in no event be considered as exemption from submitting e-bids. Sealed offers received from those vendors who have failed to submit the e-bid will not be considered. INSTRUCTIONS

FOR TENDER SUBMISSION 1) The tenderers should submit quotations complete in all respects with technical specifications, including pamphlets and catalogues. It may be noted that while submitting offers on the e-Procurement portal, vendors have to submit the offers as per the following procedure: a) E-bid Submission: Preparing of the offer in the format available in the tender. Filling up the compliance statements and enclosing other relevant information and registration of / saving the e-bid on the portal. b) Open Authorization: Vendor MUST complete this action within the time period specified in the tender schedule by logging into the portal and sending the public key for authorization. In case vendor fails to complete this step after e-bid submission, the e-bid will not be opened and shall not be considered as a valid offer even if the vendor might have submitted the offer physically in sealed envelope (if instructed to do so in the tender). 2) Detailed schedule of activities to be carried out by the vendor while submitting the bids is indicated in the tender document. 3) The valid e-bids received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives as indicated in the tender schedule. The person attending the tender opening shall have to carry authorization letter from the tenderer and identification which may be produced on demand. 4) In the event any date indicated above is declared as holiday, the tender schedule shall be amended/ postponed accordingly. The amended schedule can be viewed on the e-procurement portal. Tenderers may send their representatives to attend tender opening accordingly. 5) In case Tenders cannot be open on the date indicated in schedule due to technical difficulties, tenders will be opened on next working day or on the day the technical snag is set right. 6) Earnest Money Deposit (EMD) as stipulated in the bid shall be paid by Crossed Demand Draft / Fixed Deposit Receipt issued by a nationalized bank in favor of Accounts Officer, Space Applications Centre, and payable at par at Ahmedabad. The EMD should be received before the tender opening date indicated in the tender schedule. If EMD is not received in time, the offer will be considered as invalid. *****SAC,ISRO AHMEDABAD - 380 015

Instructions to Tenderers - Import (G2)

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GOVERNMENT OF INDIA DEPARTMENT OF SPACE INDIAN SPACE RESEARCH ORGANISATION SPACE APPLICATIONS CENTRE AHMEDABAD-380 015. INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER 1. No request for extension for due date for submission of tenders will be entertained. 2. The following information should be provided under vendor terms and conditions: a) The FOB/FCA (INCOTERMS) terms, for import by Sea freight / Air freight up to Ahmedabad and for air parcel post up to Ahmedabad 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 after receipt and acceptance 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 beyond warranty. h) Details of any technical service, if required for erection, assembly, commissioning and demonstration. 3. The FOB/FCA 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 90 days or longer if called for from the due date of opening of the tender. 5. Samples, if called for, should be sent free of all charges. 6. Offers made by Indian Agents on behalf of their Principals, should be supported by the authorization of their Principals. a) In a tender either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. b) If an agent submits bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. 7. We are exempted from Customs/Excise Duties. 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 an 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 Contractor. 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. 17. In case, the vendors are falling under the category of MSME, registered under NSIC and would like to avail exemptions, their quotations should be accompanied with necessary registration certificate with declaration to consider their offer. Quotation received without such declaration and valid registration certificate will not be considered for exemptions under Public Procurement Policy. **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 duly authorised officer 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, plant, machinery or equipment or 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 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. However, such clauses will be subject to final acceptance by Purchaser.

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 in triplicate, describing the stores delivered, quantity, unit rate and their total value. The invoice should indicate discounts, and Agency Commission if any 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 herein below

4. IMPORT 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 beyond 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 AGENT:

7. GUARANTEED TIME OF 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 TESTS:

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 the 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:

FOR AIR SHIPMENTS: AHMEDABAD (Via Mumbai, if required)

FOR SEA SHIPMENTS: NHAVASHEVA/Mumbai Seaport

11. CONSIGNEE: Sr. Purchase & Stores Officer, Central Stores, Space Applications Centre (SAC), Ahmedabad

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

GOVERNMENT OF INDIA DEPARTMENT OF SPACE APPLICATIONS CENTRE

Destination: Port of Entry:

13. INSURANCE OF THE STORES:

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

14. CONTRACTOR'S DEFAULT LIABILITY: 14.1 The Purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder: a) If in the judgement of the Purchaser the Contractor fails to make delivery of Stores within the time specified in the Contract/agreement or within the period for which extension has been granted by the Purchaser to the Contractor. b) If in the judgment of the Purchaser the Contractor fails to comply with any of the other provisions of this Contract.

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

15.1 If this Contract is terminated as provided in Clause 14 the Purchaser in addition to any other rights provided in this Article, may require the Contractor to transfer title and deliver to the Purchaser under any of the following clauses in the manner and as directed by the Purchaser: a) Any completed stores. b) Such partially completed stores, drawing, information and Contract rights (hereinafter called manufacturing material) as the Contractor has specifically produced or acquired for the performance of the Contract as terminated. The Purchaser shall pay to the Contractor the Contract price for completed stores delivered to and accepted by the Purchaser and for manufacturing material delivered and accepted.

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

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

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

18. EXTENSION OF TIME: If the completion of supply of stores is delayed due to reasons 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%) of the Contract price of the undelivered stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 %) of the Contract price of the portion of stores 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 (or such period as agreed upon by the parties) 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 (or such period as specified in Contract) 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 (or such period as specified in Contract) 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 such agreed period) or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the Contractor. f) To fulfill guarantee conditions outlined in Clause 20 (a) to (e) above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser - Bank Guarantee format enclosed) from a Bank approved by the Purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest. g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of stores at Purchaser's site. h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications, then such a specification shall apply, and in such cases, the period of 14 months referred to in Clause 20 (b) and (c) shall be asked for guarantee period plus two months.

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

22. PACKING: a) The Contractor wherever applicable shall pack and crate all stores for sea / air shipment as applicable in a manner suitable for export to a tropical humid climate, in accordance with internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail or sea for space qualified stores. The Contractors shall be held responsible for all damages due to improper packing. b) The Contractor shall ensure that each box / unit of shipment is legible and properly marked for correct identification. The failure to comply with this requirement shall make the

Contractor liable for additional expenses involved. c) The Contractor shall notify the Purchaser of the date of shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival. d) The Contractor shall give complete shipment information concerning the weight, size, content of each packages, etc. e) Transshipment of equipment shall not be permitted except with the written permission of the Purchaser. f) Apart from the despatch documents negotiated through Bank, the following documents shall also be airmailed to the Purchaser within 7 days from the date of shipment by sea and within 3 days in case of air-consignments: a) Commercial Bill of Lading / Air Way Bill / Post parcel Receipt. (Two non-negotiable copies) b) Invoice (3 copies) c) Packing List (3 copies) d) Test Certificate (3 copies) e) Certificate of Origin. The Contractor shall also ensure that one copy of the packing list is enclosed in each case. 23. ARBITRATION: a) 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. b) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this contract without prejudice to a final adjustment in accordance with such award. 24. LANGUAGE AND MEASURES: All documents pertaining to the Contract including specification, schedule, notice, correspondence, operating and maintenance instructions, drawings or any other writings shall be written in English language. The metric system of measurement shall be used exclusively in the Contract. 25. INDEMNITY: The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the Purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark, and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the Contract. 26. COUNTER TERMS AND CONDITIONS OF SUPPLIERS: Where counter terms and conditions/printed or cyclostyled conditions have been offered by the bidder, 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. PACKING INSTRUCTIONS1. In tune with the requirement of international plant protection convention of the FAO, UN the following has become mandatory with immediate effect. 2. All packing materials of any kind of plant origin used for packing shall require treatment including heat-kiln treatment at 56 degree centigrade for a minimum of 30 hours of methylbromide fumigation at 48g/cum for 32 hours of chemical impregnation as per international standards. 3. If the consignments are sent without the aforesaid certificate, all demurrages and other charges for treatment etc. will be to the account of the suppliers. 4. This aspect also should be taken care of while submitting the offers. 5. If the packaging material being used for your product does not come under the category "material of plant origin" (i.e. Leaves, grass, wood etc.) Please certify the same in your quote and ignore the above instructions. However, the same should be ascertained at the time of actual shipment if the order is awarded to you. *****SAC,ISRO
AHMEDABAD - 380 015

Bid Templates

Vendor Specified Terms

Description	Vendor Terms
Your Reference No & Date	
Taxes and other costs, if any	
Delivery Terms	
Delivery Period	
Validity of quotation	
Warranty	
Payment Terms & bank charges	
Security deposit	
Liquidated damages	
Performance bank guarantee	
Installation & Training	
Name, Address & Email ID of Principal & Indian Agent (If Any)	
Email ID of Authorized Contact Person (In case of any query)	
Country of Origin	
Mode of Transportation:	
Port of Dispatch:	
Percentage of agency commission included in the prices(if any)	
Certificates(CDEC/END-USE etc):	
Any other terms and conditions:	

Supporting Documents from Vendor

Attachment - I:

Attachment - II:

Price Bid Form

Item Description	Slab Range	Qty	UOM	Currency	Unit Price
SERVER COMPUTERS One Dual Node 2U Rack mount Intel Xeon Phi processor based server	-	1	Nos.	-	-

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.

Supporting Documents from Vendor(Price Related)

Attachment - I:

Attachment - II: